

SECTION A – REQUIREMENTS AND PRICES

TABLE OF CONTENTS

A1 AIRCRAFT INFORMATION.....	5
A2 RATES.....	5
A3 AMD-10 and/or AMD-11 pricing form information.....	7
A4 Blanket Purchase Agreement Information.....	7
A5 Additional Pay Items	7
GENERAL REQUIREMENTS.....	9
B1 Scope of Agreement	9
B2 Certifications	9
B3 Order of Precedence (Specifications).....	9
B4 Agreements	9
EQUIPMENT REQUIREMENTS	9
B5 Condition of Equipment.....	9
B6 Aircraft Equipment Requirements.....	10
B7 Avionics Requirements	10
B8 Vendor Certification of Pilot Requirements.....	11
PERSONNEL REQUIREMENTS	11
B9 Pilot Requirements and Authority	11
B10 Personnel Duty Limitations.....	12
B11 Flight Crewmembers Duty and Flight Limitations.....	12
OPERATIONS	12
B12 Vendor's Reporting and Release Base	12
B13 Pilot Authority and Responsibilities	13
B14 Flight Operations	13
B15 Security of Aircraft and Equip ment.....	14
B16 Personal Protective Equipment (PPE) for Flight Operations	14
B17 Exemption for Transportation of Hazardous Materials	15
B18 Fuel and Servicing Requirements	15
B19 General – Maintenance	15
B20 Airworthiness Directives (AD's) and Manufacturer's Mandatory Service Bulletins (MMSB's).....	15
B21 Maintenance Test Flight.....	15
B22 Special Use Supplements	15
SUPPLEMENT B22.1 – HELICOPTER CLASS A, B, AND C EXTERNAL LOAD INCLUDING LONGLINE.....	17
SUPPLEMENT B22.2 - RESOURCE RECONNAISSANCE.....	21
SUPPLEMENT B22.3 – LOW LEVEL ACTIVITIES	22
SUPPLEMENT B22.4 – HELICOPTER OFFSHORE/VESSEL LANDINGS AND EXTENDED OVER WATER	24
SUPPLEMENT B22.5 – AVIATION FUEL SERVICING VEHICLE.....	26
SUPPLEMENT B22.6 – MARINE MAMMAL SURVEY ON ALEUTIAN CHAIN OF ALASKA.....	29
SUPPLEMENT B22.7 – AIRPLANE WHEEL OPERATIONS ON UNPREPARED LANDING AREAS FOR USE IN ALASKA	34
B22.8 SUPPLEMENT HELICOPTER MAINTENANCE - STATE OF HAWAII.....	35
B22.9 SUPPLEMENT HIGH ALTITUDE GLACIER OPERATIONS IN ALASKA	36

SECTION A – REQUIREMENTS AND PRICES

B22.10 SUPPLEMENT RENTAL OF TANDEM SEAT AIRPLANES IN ALASKA	37
TERMS AND CONDITIONS	38
C1 52.212-4 Contract Terms And Conditions--Commercial Items (Sept 2005) [Tailored].....	38
C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (52.212-5 FEB 2008)	38
C3 Addenda 52-212-4(a)-INSPECTION/ACCEPTANCE.	40
C4 Aircraft Insurance	41
C5 Liability for Loss or Damage--Department of the Interior (1452.228-72 APR 1984)	41
C6 Vendor Business Meeting.	42
C7 Authority of Government Representatives.....	42
C8 Personnel Conduct.....	43
C9 Safety and Accident Prevention	44
C10 MISHAPS	44
C11 Federal Airport and Airway Excise Taxes	45
C12 Vendor Responsibility	46
C13 Reserved	46
ADMINISTRATIVE TERMS AND CONDITIONS	46
C14 Agreement Periods.....	46
C15 Ordering Service.	46
C16 Availability Requirements	47
C17 Maintenance During Availability Period	47
MEASUREMENT AND PAYMENT	47
C18 Measurement of Daily Availability for Payment	47
C19 Payment for Flight Time	47
C20 Relief Crew Reimbursement When Operating Away From the Vendor's Base of Operation.	48
C21 Fuel Supply Expense.....	49
C22 Additional Pay Items (See Section A)	49
C23 Miscellaneous Vendor Costs.....	50
C24 Government Miscellaneous Charges	50
BILLING AND REPORTING REQUIREMENTS.....	50
C25 Billing Office.....	50
C26 Invoice Submissions	50
C27 Aircraft Use Report, AMD-23 Form.	50
C28 EXHIBITS.....	50
SECTION D – INSTRUCTION TO OFFERORS	64
INTRODUCTION	64
D1 General Information	64
D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard.....	64
D3 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 Nov 2007)	64
D4 Additional Information.....	64
D5 Submittal of Offers Address Information	64
D6 Special Notice to Offerors	64
D7 Notice of Award	64

SECTION A – REQUIREMENTS AND PRICES


SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS66

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2007)66

SECTION E EXHIBITS68

E1 - OFFEROR’S MISCELLANEOUS INFORMATION.....68

AIRPLANE RENTAL AGREEMENT PRICE LIST

U.S. Dept. of Interior Acquisition Offices: 1. Aviation Management - Boise Acquisition Office (Lower 48 States) 300 E. Mallard Drive – Suite 200 Boise, ID 83706-3991 208-433-5020 Phone/208-433-5030 Fax 2. Aviation Management - Alaska Acquisition Office (Alaska & Hawaii) 4405 Lear Court Anchorage, AK 99502-1032 907-271-5021 Phone/907-271-6080 Fax							
				VENDOR NO. 1406-08-80-ARA-			
Vendor Name and Address:				Telephone No.			
				After Hours Telephone No.			
				FAX No.			
				E-Mail:			
A1 AIRCRAFT INFORMATION – (This form may be used for multiple airplanes provided the prices and information are the same for each airplane.)							
FAA Reg. No.	N		N		N		
	N		N		N		
	N		N		N		
Manufacturer and Model:				Operations for Which Approved:		VFR <input type="checkbox"/>	IFR <input type="checkbox"/>
Passenger Seats Insured (exclude pilot):				Single Pilot IFR in accordance with Part 135 (ME or SE Turbine)		YES <input type="checkbox"/>	NO <input type="checkbox"/>
Vendor's Base of Operations:				Additionally Certified Under: Part 121 <input type="checkbox"/> 125 <input type="checkbox"/> or 141 <input type="checkbox"/>			
Special Equipment: <input type="checkbox"/> Cargo Doors <input type="checkbox"/> Long Range Fuel Tank <input type="checkbox"/> FM Programmable Radio (<input type="checkbox"/> Narrow - <input type="checkbox"/> Wide Band) <input type="checkbox"/> GPS <input type="checkbox"/> Intercom <input type="checkbox"/> STOL <input type="checkbox"/> Amphibious Floats <input type="checkbox"/> Floats <input type="checkbox"/> Skis <input type="checkbox"/> Wheel Skis <input type="checkbox"/> Tundra Tires <input type="checkbox"/> Camera Port <input type="checkbox"/> FLIR <input type="checkbox"/> Satellite Communications/Tracking (circle one) Capstone / Iridium <input type="checkbox"/> Other _____							
A2 RATES – PAYMENT COMPUTED IN ACCORDANCE WITH AIRCRAFT RENTAL AGREEMENT							
(1) Rate Per Flight Hour	WET WITH PILOT	DRY WITH PILOT	*WET WITHOUT PILOT	*DRY WITHOUT PILOT			
	\$	\$	\$	\$			
(2) Guarantee in Flight Hours Each Day Averaged Over Period of Use: Lower 48 States = 3 Hours; Alaska/Hawaii = 4 Hours (Not Applicable to Point-to-Point Flights less than 24 hours) See Section A5							
(3) Fuel Cost – Used in Computing Wet Rates Offered Above: \$ _____ Per Gallon				Consump Rate: ___ GPH			
(4) Standby Rate Per Hour for each Aircraft (Point-to-Point Flights under 24 hours)				\$			
(5) Extended Standby (Over 9 hours) - Pilot - \$47.00/hr							
(6) Additional Amount Per Flight Hour When Copilot is Requested:				\$			
(7) The Vendor shall be reimbursed for overnight allowances not to exceed the amounts set forth in the Civilian Personnel Per Diem Bulletin found at http://www.gsa.gov . These rates are subject to change.							
* WITHOUT PILOT (When requested by Government) Evidence of hull insurance to cover Government pilots is required. (Refer to clause C5)							
The Vendor certifies the above listed aircraft are under Part 135/121 and that insurance coverage required under this ARA is current.							
SIGNATURE OF VENDOR		NAME AND TITLE (Type or Print)			DATE		
SIGNATURE OF CONTRACTING OFFICER		NAME AND TITLE (Type or Print)			DATE		

HELICOPTER RENTAL AGREEMENT PRICE LIST

U.S. Dept. of Interior Acquisition Offices:

1. Aviation Management - Boise Acquisition Office (Lower 48 States)

300 E. Mallard Drive – Suite 200

Boise, ID 83706-3991

208-433-5020 Phone/208-433-5030 Fax

2. Aviation Management - Alaska Acquisition Office (Alaska & Hawaii)

4405 Lear Court

Anchorage, AK 99502-1032

907-271-5021 Phone/907-271-6080 Fax



VENDOR NO.: 1406-08-80-ARA-

Vendor Name and Address:

Telephone No.

After Hours Telephone No.

FAX No.

E-mail:

A1. AIRCRAFT INFORMATION – (This form may be used for multiple airplanes provided the prices and information are the same for each airplane.)

FAA Reg. No.	N		N		N	
	N		N		N	
	N		N		N	

Manufacturer and Model:

Operations for Which Approved:

VFR ☐ IFR ☐

Passenger Seats Insured (exclude pilot):

Certified Under Part 133:

YES ☐ NO ☐

Vendor's Base of Operations:

Certified Under Part 137:

YES ☐ NO ☐Special Equipment: ☐ High Skid Gear ☐ Tundra Pads ☐ Pop-Out Floats ☐ Fixed Floats ☐ Intercom ☐ GPS ☐ Litter Kit ☐ FLIR☐ FM Programmable Radio (☐ Narrow – ☐ Wide Band) ☐ Bucket ☐ Longline Equipped ☐ Cargo Racks☐ Seeding/Fertilizer Bucket ☐ Aux Fuel System ☐ Satellite Communications/Tracking (circle one) Capstone / Iridium ☐ Other:

A2. RATES – PAYMENT COMPUTED IN ACCORDANCE WITH AIRCRAFT RENTAL AGREEMENT. PRICES WILL BE LOCKED IN FOR A MINIMUM OF ONE YEAR FROM DATE OF CONTRACTING OFFICER SIGNATURE BELOW

(1) Rate Per Flight Hour:	WET WITH PILOT \$	DRY WITH PILOT \$	*WET WITHOUT PILOT \$	*DRY WITHOUT PILOT \$
(2) Guarantee in Flight Hours Each Day Averaged Over Period of Use: Lower 48 States = 3 Hours; Alaska/Hawaii = 4 Hours (See Section A5)				
(3) Additional Amount Per Flight Hour When Copilot is Requested:				\$
(4) Extended Standby (Over 9 hours) - Pilot - \$47.00/hr Fuel Servicing Vehicle Driver - \$30.00/hr (Refer to Section A5)				
(6) Fuel Cost – Used in Computing Wet Rates Offered Above: \$ Per Gallon			Consumption Rate: GPH	
(7) Size(s) (tank) of Fuel Service Vehicle Capacity (Gallons): (Refer to Section A for maximum rate paid)				
(8) The Vendor shall be reimbursed for overnight allowances not to exceed the amounts set forth in the Civilian Personnel Per Diem Bulletin found at http://www.gsa.gov . These rates are subject to change.				
* WITHOUT PILOT (When requested by Government) Evidence of hull insurance to cover Government pilots is required. (Refer to clause C5)				
The Vendor certifies the above listed aircraft are under Part 135/121 and that insurance coverage required under this ARA is current.				
SIGNATURE OF VENDOR		NAME AND TITLE (Type or Print)		DATE
SIGNATURE OF CONTRACTING OFFICER		NAME AND TITLE (Type or Print)		DATE

SECTION A – REQUIREMENTS AND PRICES

A3 AMD-10 and/or AMD-11 pricing form information

Vendor must complete either an AMD-10 Airplane Agreement Pricing Form or an AMD-11 Helicopter Agreement Pricing Form (AMD-10/11) when submitting a SF 1449 for ARA award. (See A1 and A2 for forms). Once prices are approved, they will be locked in for a minimum of one year from date of Contracting Officer signature on the AMD-10/11, unless approved in advance by the Contracting Officer. Each agreement will be reviewed yearly on the anniversary of the Master BPA renewal by the Government to determine if a continuing need exists and to ensure vendor information is current.

A4 Blanket Purchase Agreement Information

The services requested under this Blanket Purchase Agreement (BPA) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 13, Blanket Purchase Agreements. Orders placed against this agreement shall not exceed \$25,000 per ordered project, unless ordered by the Contracting Officer.

BLANKET PURCHASE AGREEMENT PERIOD. The agreement period for each vendor under this Blanket Purchase Agreement period shall be from date of award by the Contracting Officer, using the *Standard Form 1449 Solicitation/Contract Order for Commercial Items (SF 1449)*, until superseded by a new agreement or terminated by either party in writing. Tentative award date for all ARA awards is May 15, 2008.

A5 Additional Pay Items

Claims for additional pay items addressed herein must be documented on the invoice or AMD-23 Aircraft Use Report for payment and supported by invoice(s) and/or document(s), as required below.

5.	ADDITIONAL PAY ITEMS	AMD-23 PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
a.	Flight Time-Wet	FT	INDEFINITE	HOURL	See rates on AMD-10/11 (A2)
b.	Flight Time-Dry	FD	INDEFINITE	HOURL	See rates on AMD-10/11 (A2)
c.	Flight Time- without Pilot (indicate dry or wet)	FN	INDEFINITE	HOURL	See rates on AMD-10/11 (A2)
d.	Guarantee – Helicopters And Fixed Wing – Lower 48 States (See AMD-10/11)	GT	3	HOURL	Maximum Rate Paid = Same as Flight Rate Ordered
e.	Guarantee – Helicopters & Fixed Wing in Alaska/Hawaii Only (See AMD-10/11)	GT	4	HOURL	Maximum Rate Paid = Same as Dry Flight Rate
f.	Standby Per Aircraft – Fixed Wing Point to Point Only (See AMD-10)	SB	INDEFINITE	HOURL	See AMD-10 A2.4
g.	Extended Standby – Pilot	EP	INDEFINITE	HOURL	\$ 47.00
h.	Extended Standby- Fuel Service Vehicle Driver	ET	INDEFINITE	HOURL	\$ 30.00
i.	Subsistence Allowance	PD	INDEFINITE	Overnight	Per FTR Schedule
j.	Fuel Servicing Vehicle Mileage (based upon truck capacity ordered & provided) Not Applicable when aircraft ordered under dry rate.	SM	INDEFINITE	Mile	0 - 349 gallons \$1.35 350-749 gallons \$ 1.83 750 and higher gal \$ 2.45
k.	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost
l.	Fuel Charge	FC	INDEFINITE	EACH	Actual Cost

SECTION A – REQUIREMENTS AND PRICES

A6 Special Use Supplements (See B22 for full text of Supplements)

Please check each Special Use Supplement Box below, you want to be considered for inspection for use under this ARA.

- ☐ B22.1 Helicopter Class A, B, and C External Load Including Longline
- ☐ B22.2 Resource Reconnaissance
- ☐ B22.3 Low Level Activities
- ☐ B22.4 Helicopter Offshore Platform/Vessel Landings and Extended Over Water
- ☐ B22.5 Aviation Fuel Servicing Vehicle
- ☐ B22.6 Marine Mammal Survey in the Aleutian Chain, Alaska
- ☐ B22.7 Wheel Landings – Unprepared Landing Areas in Alaska
- ☐ B22.8 Hawaii Maintenance
- ☐ B22.9 Glacier Landings in Alaska
- ☐ B22.10 Rental of Tandem Seat Airplanes in Alaska

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B: TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Agreement

B1.1 The intent of this Aircraft Rental Agreement (ARA) with the U.S. Department of the Interior Aviation Management (DOI AM) is to obtain fully Vendor operated and maintained flight services (small helicopter and fixed wing airplane) in support of Government natural resource missions. Missions may include law enforcement activities at various risk levels. Normal operations include point-to-point transportation and high reconnaissance flights. High reconnaissance is conducted above 500 feet AGL and does not include any type of precise maneuvering or specialized equipment. Special use or unique operational considerations may be requested. Operations involving aircraft in support of Government programs that require deviation from normal operating procedures, special pilot qualifications or techniques, or special aircraft requirements may necessitate additional approval procedures. Examples are low-level, helicopter external loads, etc., as identified in the supplements. The Government will direct aircraft to support its missions and objectives. (Small Helicopters are those helicopters not greater than an approved gross weight of 7,000 pounds).

B1.2 The Government and the Vendor must establish an effective working relationship to successfully complete this agreement. The Vendor employees' cooperation, professionalism, and positive attitude toward accomplishment of the mission and aviation safety are an integral element of this relationship.

B1.3 The Government has interagency and cooperative agreements with other Federal and State agencies and private landholders and may dispatch aircraft under this agreement for such cooperative use.

B1.4 This agreement can be terminated by either party, in writing, at any time for any reason.

B1.5 The vendor may submit pricing for use of vendor aircraft with Government pilots when requested by the Government. Specific hull insurance requirements apply.

B2 Certifications

The Vendor must obtain and keep current all of the following required certificates and must ensure that agreement aircraft are operated and maintained in compliance with those certificates at all times:

B2.1 The Vendor must hold a current Federal Aviation Administration (FAA) Air Carrier or Operating Certificate. Furthermore, their Operations Specifications must authorize

operation of the category and class of aircraft and conditions of flight required to complete missions for the Government.

B2.2 Aircraft used on this agreement must be operated and maintained under provisions of 14 CFR Part 121 or 14 CFR Part 135. Aircraft operated under 14 CFR Part 135 must be carried on the list required by 14 CFR 135.63 unless otherwise authorized by the Contracting Officer (CO). Fractional-ownership aircraft must be operated under 14 CFR Part 135.

B2.3 Aircraft may be ordered under this agreement that possess multiple airworthiness certificates. Operations must be conducted in accordance with the operation limitations of that certificate.

B2.4 The aircraft offered for this agreement must have a Standard Airworthiness Certificate. The installation of any equipment required by this agreement must be FAA approved.

B3 Order of Precedence (Specifications)

In the event of inconsistencies within the technical specification, the following order will be used in such resolution: (i) typed provisions of these specifications; (ii) DOI AM supplements and/or exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

B4 Agreements

The Vendor must maintain a copy of their ARA, applicable special use supplements, current executed AMD-10/11, and all modifications to this agreement in each aircraft while operating the aircraft for the Government.

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

The Vendor-furnished aircraft and equipment must be operable, free of damage, and in good repair. Aircraft systems and components must be free of leaks except where specified by the manufacturer.

B5.1 Prior to inspection and acceptance, the Vendor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

SECTION B – TECHNICAL SPECIFICATIONS

B5.3 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for lap belt and shoulder harness conditions that are not acceptable.

B6 Aircraft Equipment Requirements

The Vendor must provide one fully compliant aircraft that is equipped as shown below.

B6.1 Fire extinguisher(s), as required by 14 CFR Part 135, must be a handheld bottle, minimum 2B:C rating, mounted and accessible to the flight crew while seated. The fire extinguisher must be maintained in accordance with National Fire Protection Association (NFPA) 10: *Standards for Portable Fire Extinguishers* or the Vendor's 135 operations manual.

B6.2 Airplanes: Shoulder harness and lap belt for front seat occupants and both occupants in tandem seat airplanes are required. The shoulder strap and lap belt must fasten with a, single-point, metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.3 Helicopters.

B6.3.1 One set of individual lap belts for each installed seat.

B6.3.2 A double-strap shoulder harness with automatic or manual locking inertia reel for each front seat occupant. Shoulder straps and lap belts must fasten with one single-point, metal-to-metal, quick-release mechanism. Heavy-duty (military-style) harnesses with fabric loop connecting the shoulder harness to the male portion of the lap belt buckle are acceptable.

B6.3.3 Shoulder harnesses (either single-strap or double-strap) for each aft cabin occupant. Shoulder harness straps and lap belts must fasten with a single-point, metal-to-metal, quick-release mechanism.

B6.3.4 One digital hour meter installed. The meter must be wired in series with a switch on the collective control, and a switch activated by engine or transmission oil pressure or by equivalent means, to record flight time only.

B7 Avionics Requirements

B7.1 General.

B7.1.1 The Vendor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards*

(copies available upon request from DOI NBC-Aviation Management Avionics or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

B7.2 Avionics installation and maintenance standards.

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2A Chapter 1, "Structural Data," Chapter 2, "Radio Installation," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 2.5 to 1 or better.

B7.2.3 Avionics equipment mounting location and installation must not interfere with passenger safety, space, and comfort. Avionics equipment must not be mounted under seats designed for deformation during energy attenuation. In all instances, the designated areas for collapse must be protected. Avionics equipment normally operated by both pilot and observer/copilot (FM-1, AUX-FM, audio control system, etc.) must be mounted in the optimum location for the make, model, and series of aircraft offered. Mounting(s) which offers full and unrestricted movement of each control to both the pilot and observer/copilot, when seated, without interference from clothing, cockpit structure, or flight controls, must be a goal in the selection of location.

B7.3 Communications systems.

Any digital aeronautical, mobile, or portable VHF-FM radios furnished to meet requirements of the ARA must also be APCO Project 25 compliant.

B7.3.1 One automatic-portable/automatic-fixed or automatic-fixed emergency locator transmitter (ELT).

B7.3.1.1 Airplanes: One TSO-C91, TSO-C91A or TSO-C126 ELT utilizing a separate ELT antenna external to the fuselage and meeting the requirements of 14 CFR 91.207 (excluding sections e and f), must be installed per the manufacturer's installation manual, in a conspicuous or marked location.

B7.3.1.2 Helicopters: One TSO-C91, TSO-C91A, or TSO-C126 ELT utilizing a separate ELT antenna external to the fuselage and meeting the same requirements specified in 14 CFR 91.207 for airplanes (excluding sections e and f) must be installed per the manufacturer's installation manual in a conspicuous or marked location.

B7.3.1.2.1 Helicopters operating in Alaska and Hawaii: In lieu

SECTION B – TECHNICAL SPECIFICATIONS

of the ELT requirement above, an automatic fixed ELT (ELT AF) meeting TSO-C91A or an ELT that requires tools to remove it from the aircraft may be acceptable when a handheld portable ELT/EPIRB is furnished. The ELT/EPIRB must be compact and easily carried by the PIC.

Note: A 406 Mhz EPIRB with GPS is highly recommended. A 406Mhz will be required February 1, 2009.

B7.3.2 One panel-mounted VHF-AM aeronautical transceiver (VHF-1), operating in the frequency band of 118.000 to 135.975 MHz, with a minimum of 720 channels, and a minimum of 5 watts carrier output power.

B7.3.3 The Government may request installation of Government-furnished equipment (GFE) such as an Automated Flight Following (AFF) system in the aircraft.

B7.4 Other avionics.

Other avionics may be required for special use missions. See the applicable supplement.

B8 Vendor Certification of Pilot Requirements

For a pilot that has not been previously inspected and approved by the DOI, NBC-Aviation Management or USDA, Forest Service, the Contractor will be required to provide a signed statement that they have verified the pilot's flight time qualifications and experience. The COTR will provide the Contractor a form to document this verification. The completion of this form will be required prior to pilot inspection.

PERSONNEL REQUIREMENTS

B9 Pilot Requirements and Authority

The Contractor must furnish a pilot for each day the aircraft is required to be available. The pilot must have the authority to represent the Contractor in all matters except changes in price and time unless the Contracting Officer (CO) is notified otherwise, in writing, prior to performance.

B9.1 General.

Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

B9.2 Minimum qualifications.

The Vendor must provide a pilot(s) who meets the following minimum qualifications and who possesses the required certificates or evidence of having satisfactorily passed the evaluations for the required tasks:

B9.2.1 An FAA commercial pilot certificate with appropriate category, class, and type rating if required.

B9.2.1.1 Instrument rating for airplanes.

B9.2.2 A minimum of a current second-class medical certificate issued under provisions of 14 CFR Part 67.

B9.2.3 Evidence of satisfactorily passing all required FAA flight checks in accordance with provisions of 14 CFR Part 135. All pilots must meet the currency requirements of 14 CFR 61.57.

B9.2.4 An agency flight evaluation to be flown at the COTR's discretion in the same make and model as the agreement aircraft. The Vendor must supply the aircraft for the flight evaluation at no expense to the Government.

B9.2.5 Prior to performance under the terms of this agreement, the Vendor must ensure that all pilots are trained and proficient in the operation and programming of all avionic systems, which may include FM radio, GPS, Automated Flight Following (AFF), etc., as installed in any aircraft to which they may be assigned.

B9.2.5.1 Helicopter: Proficient operation of all equipment identified in Section B (e.g., GPS, longline vertical reference) and special use supplement(s) (e.g., External Load, Low Level Activities). (See the Verification of Vertical Reference Experience External Load Training and Proficiency Exhibit.) The agencies may require pilots to demonstrate this proficiency during an evaluation flight.

B9.2.6 Minimum Pilot time accumulated as follows:

(a) 1,500 hours total pilot time.

(b) 100 hours in category within the preceding 12 months.

B9.2.6.1 Airplane.

(a) 1,200 hours PIC, airplanes.

(b) 25 hours make and model. Time in one make and model is considered adequate for all aircraft in that group.

(c) 75 hours instrument of which 50 hours must have been in flight, for IFR operations.

(d) 200 hours multiengine, as appropriate.

(e) 25 hours seaplane, as appropriate.

(f) 100 hours in turboprop or jet, as appropriate, 50 hours of which must be in make and model for transport of

SECTION B – TECHNICAL SPECIFICATIONS

passengers.

(g) 250 hours large airplanes, as appropriate, 50 hours of which must be in make and model for transport of passengers.

B9.2.6.2 Helicopter.

(a) 1,500 hours PIC helicopters.

(b) 50 hours make and model, 25 PIC if pilot has satisfactorily completed a DOI AM-approved school and checkout in make and model.

(c) 10 hours make and model in the last 12 months.

(d) 100 hours in weight class of helicopter. Defined as "small" - up to an approved gross weight of 7,000 pounds; "medium" - above 7,000 pounds up to 12,500 pounds.

(e) 200 hours reciprocating engine time, as appropriate.

(f) 100 hours turbine engine time as appropriate.

B10 Personnel Duty Limitations

The Vendor must monitor and remove from duty any personnel for fatigue or other causes before they reach their daily duty or flight limitations.

B11 Flight Crewmembers Duty and Flight Limitations

B11.1 Assigned duty of any kind must not exceed 14 hours in any 24-hour period. "Duty" includes flight time, ground duty of any kind, and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers must be subject to the following duty hour limitations:

B11.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B11.1.1.1 The pilot must be given two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In the conterminous United States, these two 24-hour rest periods shall be 2 calendar days off duty.

B11.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty), prior to any assigned duty period.

B11.2 Flight limitations.

B11.2.1 Each pilot must report all flight time, regardless of how or where performed, except personal pleasure flying. Pilots reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This

record will be used to administer flight and duty time limitations.

B11.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. "Flight time" includes but is not limited to: military flight time; charter; flight instruction; 14 CFR Part 61.56 flight review; flight examinations by FAA designees; any flight time for which a flight crewmember is compensated; or any other flight time of a commercial nature, whether compensated or not.

B11.2.3 Pilot flight time computations will begin at liftoff and end when the aircraft is stopped at the parking spot.

B11.2.4 Flight crewmembers must be limited to the following flight hour limitations which fall within their duty hour limitations:

B11.2.4.1 A maximum of 8 hours flight time during any assigned duty period.

B11.2.4.2 When a pilot acquires 36 or more flight hours in a consecutive 6-day period, the pilot must be given the following one calendar day off (24 hours) for rest, after which a new 6-day cycle must begin. Flight time must not exceed a total of 42 hours in any 6 consecutive days.

B11.2.4.3 A maximum of 10 hours flight time for a flight crew consisting of two pilots (8 hours for fire missions) during any assigned duty period.

B11.2.4.4 When a two-pilot crew acquires 40 or more flight hours in a consecutive 6-day period, the flight crew must be given the following one calendar day off (24 hours) for rest, after which a new 6-day cycle must begin. Flight time must not exceed a total of 50 hours in any 6 consecutive days.

B11.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

OPERATIONS

B12 Vendor's Reporting and Release Base

B12.1 The Vendor's base of operations must be as stipulated on the AMD-10/11. The Government and the Vendor may agree to a different report/release base(s) at the time an order is placed.

SECTION B – TECHNICAL SPECIFICATIONS

B12.2 If operating away from the Vendor's base of operations, additional allowances specified in Section C may apply.

B13 Pilot Authority and Responsibilities

The Vendor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo. The agreement pilot:

B13.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or agreement terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B13.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the Government.

B13.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.

B13.3.1 Helicopter. When required by the Government, the pilot must utilize the Standard Interagency Helicopter Load Calculation Method and its form. A sample of the form and the Fuel Consumption and Weight Reduction Chart are included in the exhibits.

B13.4 May perform preventive maintenance in accordance with 14 CFR Part 43.3(h) or with the Vendor's operational specifications, as appropriate.

B13.5 May function as a mechanic when the aircraft is not available due to required maintenance, provided that:

B13.5.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B13.5.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight hour limitations.

B13.5.3 The pilot must not perform scheduled maintenance, such as 50- and 100-hour inspections.

B14 Flight Operations

Regardless of any status as a public aircraft operation, the Vendor must operate in accordance with their approved FAA Operations Specifications and all portions of 14 CFR Part 91

(including those portions applicable to civil aircraft) and each certification required under Section B2 unless otherwise authorized by this agreement or the CO. 14 CFR 121 operators must comply with their approved standards for operations, personnel, equipment, avionics, maintenance, and servicing. The Vendor must ensure that all personnel operate in compliance with the following requirements:

B14.1 Manifesting. The PIC must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest remains at the point of initial departure. Manifest changes must be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B14.2 Passenger briefings. Before each takeoff, the PIC must ensure that all passengers have been briefed in accordance with 14 CFR Part 135. Briefings for multiple-leg flights do not need to be repeated unless new passengers come aboard. The briefing must describe the location/use of the following:

- a. Emergency locator transmitter (ELT).
- b. First aid/survival kits (if applicable).
- c. Personal protective equipment (if applicable).
- d. Battery and fuel cutoff switch location.

B14.3 Helicopter dual controls. Dual controls are required for pilot performance evaluations. Light helicopter dual controls must be removed or deactivated prior to passenger flights. Medium helicopter dual controls may be installed during routine Government use. The pilot must occupy the manufacturer's designated pilot station during all flight operations unless otherwise authorized by the FAA. When dual controls are installed, the pilot must restrict access to the copilot seat. Only the helicopter foreman, manager, or similar crewmember must be allowed to occupy the copilot seat. The pilot must brief passengers to remain clear of the flight controls at all times. Defined as "small" - up to an approved gross weight of 7,000 pounds; "medium" - above 7,000 pounds up to 12,500 pounds.

B14.4 Single-skid, toe-in, and hover exit/entry procedures (STEP) landings are prohibited.

B14.5 Day/night use. Daylight hours are defined as 30 minutes before official sunrise to 30 minutes after official sunset, or in Alaska during extended twilight hours when terrain features can be readily distinguished for a distance of at least one mile.

SECTION B – TECHNICAL SPECIFICATIONS

B14.5.1 Day/night and IFR aircraft use. Single-engine airplanes with reciprocating engines must not be operated into known instrument meteorological conditions (IMC) or night conditions as defined in 14 CFR with Government personnel on board.

B14.5.2 Helicopters must be limited to flight during daylight hours and under VFR conditions only.

B14.6 Flight plans. Pilots must file and operate on an FAA, ICAO, or a DOI bureau-approved flight plan. Vendor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B14.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau-approved flight following procedures. Check-in must not exceed one-hour intervals under normal circumstances.

B14.8 Smoking will not be allowed in the aircraft.

B14.9 Pilot must remain at the flight controls while an aircraft engine is operating.

B14.9.1 Helicopter: The pilot must remain at the flight controls while rotors are turning with the following exception. For postflight procedures and/or preventative maintenance purposes only and after engine(s) have been shut down, the pilot may exit the aircraft while the rotor(s) are turning, if the Rotorcraft Flight Manual allows and if the pilot remains within the arc of the rotor(s). The pilot must coordinate this action with the helicopter manager prior to exiting the aircraft. Passengers must not be on board or inside the arc of the rotor(s) when the pilot exits the aircraft.

B15 Security of Aircraft and Equipment

The Vendor will be responsible at all times for the security of their aircraft, vehicles, and associated equipment used in support of this agreement.

B15.1 Physical security. Any aircraft used under this agreement must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different anti-theft devices designed to lock aircraft flight control surfaces when not in use, or designed to secure an aircraft to the ground, is acceptable, provided they are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B15.1.1 Removal and/or disabling of locking devices and methods **must be incorporated into preflight checklists** to prevent accidental damage to the aircraft. The devices must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B15.1.2 Using other means of securing or disabling an aircraft is acceptable provided it achieves a level of security equal to or greater than the following example locking devices and methods:

- Keyed magneto
- Keyed starter switch
- Keyed master power switch
- Hidden battery cutoff switches
- Hidden start relay switches
- Throttle/power lever lock
- Mixture/fuel lever lock
- Locking fuel cutoff
- Locking tiedown cable
- Locking control surface “gust-lock” (airplane only)
- Propeller lock (airplane only)
- Propeller chain lock (airplane only)
- Propeller cable lock (airplane only)
- Locking wheel lock or chock (airplane only)
- Locking “club”-type devices for control yoke (airplane only)

Unacceptable locking devices and methods are:

- Locking aircraft doors
- Fenced or gated parking area

B16 Personal Protective Equipment (PPE) for Flight Operations

B16.1 Personal flotation devices (PFD).

B16.1.1 PFD required by 14 CFR 91 or life preserver(s) (TSO-C13) required by 14 CFR 135 must be on board all aircraft operated over water and beyond power-off gliding distance to shore.

B16.1.2 All occupants of aircraft operated over water and beyond power-off gliding distance to shore must wear an FAA-approved PFD or life preserver or a U.S. Coast Guard Type III PFD except in multiengine airplanes.

B16.1.3 When performing water takeoffs and landings, all occupants must wear a PFD.

B16.2 Anti-exposure suits must be worn in all single-engine aircraft and readily available to occupants of multiengine aircraft when conducting extended over water flight (as defined in 14 CFR 1.1) and when the water temperature is estimated to be 50 degrees Fahrenheit or less.

B16.3 Additional personal protective equipment may be required for special use activities. See Special Use supplements.

SECTION B – TECHNICAL SPECIFICATIONS

B17 Exemption for Transportation of Hazardous Materials

The Vendor may be required to transport hazardous materials. Such transportation must be in accordance with 49 CFR, DOT exemption DOT-SP-9198, and the *USFS/DOI Interagency Aviation Transport of Hazardous Materials Handbook/Guide*.

B17.1 A copy of the current exemption, DOI handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials.

B17.2 The Vendor must ensure that each employee who may perform a function subject to this DOT exemption receives required training which can only be satisfied by completing Interagency Aviation Training (IAT) module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. The Vendor must document this training in the employee's records and make it available to the Government when requested.

Note: The DOT exemption and the DOI handbook are available online at <http://www.nbc.gov/amd>. The Vendor is responsible for obtaining the *DOT Emergency Response Guidebook*.

B18 Fuel and Servicing Requirements

B18.1 General.

B18.1.1 All fuel, commercial or military, must be approved for use by the airframe and engine manufacturer. All aviation fuel must meet American Society for Testing and Materials or military specifications.

B18.2 Operations. The Vendor must ensure that:

B18.2.1 Government personnel are not on board the aircraft during refueling operations.

B18.2.2. Government personnel are not involved with refueling of agreement aircraft unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B18.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B18.2.4 Aircraft must not be refueled while engines are running and propellers/rotors are turning.

B18.2.5 The vendor must comply with 40 CFR Part 111: Oil Pollution Prevention; Spill Prevention, Control and Countermeasure Plan Requirements (SPCC) if applicable.

AIRCRAFT MAINTENANCE REQUIREMENTS

B19 General – Maintenance

The Vendor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

B20 Airworthiness Directives (AD's) and Manufacturer's Mandatory Service Bulletins (MMSB's)

B20.1 The Vendor must comply with MMSB's and FAA AD's before and during agreement performance.

B20.2 The Vendor must provide a compliance list of the FAA AD's and MMSB's applicable to the agreement aircraft. (Reference 14 CFR 43.9.)

B21 Maintenance Test Flight

B21.1 The Vendor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, power train, rotor system, flight control system, or when requested by the CO. This must be accomplished before the aircraft resumes service under the agreement.

B21.2 The Vendor must immediately notify the COR and COTR of any change to any engine, power train, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B22 Special Use Supplements

The Special Use Supplements listed below and followed up in full text, will be included, as applicable, into each vendor agreement. The supplements impose special operational equipment and personnel requirements that are in addition to the basic ARA.

Vendors should check the appropriate Special Use Supplement Box in Section A, for those Supplements you want to be considered for under this ARA. (Not required for Point to Point flights)

The Vendor's aircraft and pilot(s) must be inspected and approved before conducting any flights under these special use activities. When ordered for service under any of the following supplements, all requirements must be adhered to in their entirety.

Supplements by Number and Title:

B22.1 Helicopter Class A, B, and C External Load Including Longline

B22.2 Resource Reconnaissance

SECTION B – TECHNICAL SPECIFICATIONS

B22.3 Low Level Activities

B22.4 Helicopter Offshore Platform/Vessel Landings and
Extended Over Water

B22.5 Aviation Fuel Servicing Vehicle

B22.6 Marine Mammal Survey in Aleutian Chain (Alaska)

B22.7 Wheel Landings – Unprepared Landing Areas in
Alaska

B22.8 Hawaii Maintenance

B22.9 Glacier Landings in Alaska

B22.10 Rental of Tandem Seat Airplanes in Alaska

SECTION B – TECHNICAL SPECIFICATIONS

☐ SUPPLEMENT B22.1 – HELICOPTER CLASS A, B, AND C EXTERNAL LOAD INCLUDING LONGLINE

Definitions

Class A rotorcraft-load combination means one in which the external load cannot move freely, cannot be jettisoned, and does not extend below the landing gear.

Class B rotorcraft-load combination means one in which the external load is jettisonable and is lifted free of land or water during the rotorcraft operation.

Class C rotorcraft-load combination means one in which the external load is jettisonable and remains in contact with land or water during the rotorcraft operation.

Longline : Any combination of load and line attached to the cargo hook of the aircraft for the purpose of carrying an external load; greater than 50 feet in length.

Remote hook: An electrically operated cargo hook attached to the lower end of a line with the upper end of the line attached to an aircraft cargo hook and controlled from the pilot's position.

Vertical reference: A term used to describe the pilot technique of controlling the aircraft while looking down vertically at the longline. Sling loads that have a combined length greater than 50 feet will require a Vertical Reference Longline endorsement. Pilots will be required to demonstrate their ability during initial and recurrent evaluations flight using a 150-foot line. Pilots must provide written evidence of qualification in accordance with 14 CFR 133 to transport Class A, B, or C external loads as appropriate, using Vertical Reference External Load Training and Proficiency form AMD-89 or the equivalent.

B22.1.1 Certification

B22.1.1.1 In lieu of the certification requirement of the basic Aircraft Rental Agreement (B2) when the helicopter is used for external load operations only, the Vendor is only required to be certificated under 14 CFR Part 133, “Rotorcraft External Load Operations.” This certificate must include Class A, B, or C as appropriate.

B22.1.2 Flight Operations

B22.1.2.1 A remote hook is not always required for longline external load operations. Spring-guarded hooks or shackles can be used on the lower end of a line. Flying with nonweighted line is not allowed. All hooks and shackles must be safely tied when attached to a line, either with a self-locking nut, a safety pin, or a safety wire.

B22.1.2.2 Helicopters configured from former military aircraft, which have FAA Type Certificates based upon military operation in lieu of a manufacturer's type certificate, must have all applicable Time Compliance Technical Orders (TCTOs) or Navy/Army service bulletins accomplished. This includes any directives referring to later models of the same type that were issued after the earlier models had left the military inventory. If FAA approvals establish more restrictive limits, they must prevail.

B22.1.2.3 Class B external loads must be conducted with counterwound, rotation-resistant wire or synthetic line. See further requirements in this supplement.

B22.1.3 Personnel Requirements

B22.1.3.1 The precision placement of externally carried cargo is the operational requirement of this supplement. Pilots must be required to place cargo precisely where requested regardless of the cable length while operating within the helicopter's capability. Pilots must provide written evidence of qualification to transport Class A, B, or C external loads as appropriate. Pilots must demonstrate their ability during an agency evaluation flight.

B22.1.3.1.1 A longline pilot endorsement must require a flight evaluation utilizing a cable length greater than 50 feet.

B22.1.3.2 Pilots must have recorded minimum flying time as pilot-in-command as follows:

NOTE: The Contractor is responsible for ensuring an approved mountain pilot is provided when dispatched for operations in a designated mountainous area as identified in 14 CFR 95 Subpart B.

B22.1.3.2.1 10 hours . . . In make and model for operations in designated mountainous areas.

B22.1.3.2.2 200 hours . . . Total mountain flight hours. For operations in Designated Mountainous Areas as identified in 14 CFR 95 Subpart B. . Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.

B22.1.3.3 Personal protective equipment (PPE). The following items must be worn by the pilot, operable, and maintained in good repair:

B22.1.3.3.1 An aviator's flight helmet consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass must cover the top, the sides (including the temple area and to below the ears), and the rear of the head and compatible with required avionics. The helmet must be equipped with a chinstrap appropriately adjusted for proper fit.

SECTION B – TECHNICAL SPECIFICATIONS

B22.1.3.3.2 Flight helmets approved for helicopter use must conform to a U.S. military standard or be approved for use by a branch of the U.S. military, or American National Standard Institute (ANSI) Z90.1B-1992 (“American National Standard for Protective Head Gear: For Motor Vehicle Users: Specifications”). Flight helmets currently known to meet this requirement include: SPH-5, HGU-84P, SPH-4B, and HGU-56P manufactured by Gentex; Alpha 200, Alpha 400, and Alpha Eagle (900) manufactured by Interactive Safety Products; MSA Gallet LH050 (single inner visor), LH150 (single outer visor), and LH250 (dual visor, one inner and one outer). Helmets designed for use in fixed-wing aircraft **do not** provide adequate protection for helicopter occupants and are not approved for helicopter use.

B22.1.3.3.3 Vendor personnel while flying must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, leather boots, and leather, polyamide, or aramid gloves. The long-sleeved shirt must overlap the gloves, and the pants must overlap the boots by at least 2 inches. Personnel must not wear clothing made of non-fire-resistant synthetic material under the fire-resistant clothing described above. Note: Reference *Aviation Life Support Handbook* for additional information located at <http://amd.nbc.gov>.

B22.1.4 Equipment Requirements

B22.1.4.1 A first aid kit containing items specified in Exhibit 4 must be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.1.4.2 A survival kit containing items specified in Exhibit 4 must be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.1.4.3 Class A external load. Cargo racks when provided must be capable of accommodating 58-inch long shovels, rakes, and other tools. Cargo racks must be at least 2½ inches deep, meeting construction methods and procedures prescribed in Advisory Circulars 43.13.1A and 43.13-2A.

B22.1.4.4 Class B or C external load. One cargo hook that may be loaded and locked in a single motion with one hand and is rated at the maximum lifting capacity of the aircraft. (On Board Systems TALON LC Keeperless Cargo Hook meets this requirement.)

B22.1.4.4.1 Helicopters for which an automatic locking cargo hook is not available are exempt from this requirement provided the cargo hook complies with the FAR applicable to the model of aircraft.

B22.1.4.4.2 The inspection and maintenance of the cargo hook must be accomplished in accordance with the manufacturer’s

operating and maintenance instructions. If the manufacturer’s operating and maintenance instructions are not published, the cargo hook and associated systems must be completely disassembled, inspected, lubricated if required, and subjected to an operations check in all operating modes within the preceding 24 months.

B22.1.4.5 All wire rope assemblies and hardware, with appropriate placards, must have a minimum breaking strength of 3.75 times the working load and/or synthetic rope, with appropriate placards, meeting the following requirements:

B22.1.4.5.1 Synthetic rope longline requirements.

Diameter. Minimum rope diameter must be ½ inch.

Material type. Helicopter synthetic longlines must be constructed from the HMWPE or HMPE (high molecular weight polyethylene) family of rope fibers including brand names such as Spectra by Allied Signal or fibers with similar properties. Spectra has very high strength, high flex fatigue life, very low stretch (less than 1 percent elongation at 30 percent of break strength), excellent chemical resistance, and less than 1 percent water absorption. Another high strength, high performance rope fiber is Vectran produced by Hoechst-Celanese. Rope brand names made from these types of fibers include Plasma 12, Spectron II, and Spectron 12 or AmSteel. Ropes from these fibers are usually twelve-strand or double-braid construction.

Working or rated load. The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load must be appropriate to the lifting capability of the helicopter. For reference, lifting capability for each category of helicopter is as follows:

Type 1:	8,000 lb to 30,000 lb or greater
Type 2:	1,600 lb to 4,500 lb
Type 3:	750 lb to 1,600 lb

Factor of safety. A factor of safety of 7 must be used for helicopter synthetic longlines. Therefore, all ropes must have an ultimate strength (minimum breaking strength) of seven times the rated or working load. For example, if a Type II helicopter line will have a working load of 4,500 pounds, the rope must have a minimum breaking strength when new of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

Knots and splices. No knots are permitted in the synthetic longline. Knots can decrease rope strength by as much as 50 percent. Splices may be used in the assembly of the longline, but no midline splicing repairs may be done. Resplicing at the end of the line is permitted only if the rope is in good

SECTION B – TECHNICAL SPECIFICATIONS

condition and the new splice is done per the manufacturer's recommended splicing practices. Splices should always follow the manufacturer-recommended splicing practices.

Protective coatings and covers. Rope manufacturers offer protective coatings such as aromatic urethane coatings, which help with abrasion resistance and provide some UV protection. The coating appears as a dye on the rope and does not change the rope dimension. Heavy plastic coatings are not recommended because the inside of the rope cannot be inspected. Some companies also sell "sleeve" covers that attach with Velcro. These are easily removable for rope inspection and provide the greatest UV and debris protection. It is recommended but not required that synthetic longlines have the UV coating and/or the removable covers to help protect the lines. Consult rope manufacturers for acceptable coating methods.

Manufacturer's recommended maintenance and inspection procedures must be complied with.

B22.1.4.6 The aircraft must be equipped with a convex mirror for observation of the sling load by the pilot. For aircraft equipped and modified for vertical reference external load operation (i.e., door gauges, modified seat, alternate cargo hook release positions, bubble window, etc.) or for helicopters such as the MD Model 500 where direct vertical reference is possible, the convex mirror is not required.

B22.1.4.7 Additional requirements for external load when utilizing a remote hook:

B22.1.4.7.1 One electrically activated remote cargo hook that automatically closes and resets the release mechanism after use and is rated at the maximum lifting capacity of the helicopter. The remote hook must be protected by a metal ring or cage that does not interfere with the use or function of the hook. The hook must be inspected as per manufacturer's recommendation or no later than 24 months.

B22.1.4.7.2 Electric cables must be protected from pinching by hooks or shackles and damage caused by stretching of the line. The electrical wire must be long enough at the aircraft cargo hook end to prevent a swinging load from unplugging the electrical connector.

B22.1.4.7.3 When a remote hook is ordered, the aircraft must be wired with a switch available to the pilot to release the remote hook electrically.

B22.1.5 Avionics Requirements

B22.1.5.1 An intercommunication system (ICS) must be provided for the pilot, observer, and all required aft positions. ICS audio must mix with, but not mute, selected receiver audio. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio

output must be free of distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B22.1.5.2 Microphones, PTTs, and jacks.

B22.1.5.2.1 The system must be designed for operation with 600 ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent). The pilot position only may be configured for low impedance (dynamic) operation.

B22.1.5.2.2 Push-to-talk (PTT) operation. Separate PTT switches must be provided for radio transmitter and ICS microphone operation at the pilot and observer positions. ICS PTT switches must be provided for the other ICS-equipped positions. The pilot's PTT switches must be mounted on the cyclic control. The PTT switch(es) for all other positions must be mounted on the cord to the earphone/microphone connector.

B22.1.5.2.3 All earphone/microphone jacks in the aircraft (except the pilot's) must be U-92A/U (single/female) type, which must accept U-174/U type plugs.

B22.1.6 Maintenance Requirements

B22.1.6.1 Weight and balance. The aircraft's required weight and balance data must be determined by actual weighing of the aircraft and following any major repair or major alteration or change to the equipment list, which significantly affects the center of gravity of the aircraft.

B22.1.6.1.1 All weighing of aircraft must be performed on scales that have been certified as accurate within the preceding 24 calendar months. The certifying agency may be any accredited weights and measures laboratory.

B22.1.6.1.2 A list of equipment installed in the aircraft at the time of weighing must be compiled. The equipment list must include the name of each item installed. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, survival kit, etc.) must also be listed including the name, weight, and arm of each item. Each page of the equipment list must identify the specific aircraft by at least serial number or registration number of the aircraft. Each page of the equipment list must be dated indicating the last date of weighing or computation and signature of authorized personnel. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR 135.23(b) and 135.185 are acceptable.

B22.1.6.2 Time between overhaul and life-limited parts.

SECTION B – TECHNICAL SPECIFICATIONS

B22.1.6.2.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B22.1.6.2.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided: (1) The Vendor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the Vendor operates in accordance with the extension authorization.

B22.1.6.2.3 The Vendor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the components name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B22.1.6.3 Turbine engine power assurance check. The first day of operation and no more than each 10 hours of operation thereafter, a power assurance check must be performed. The power assurance check must be accomplished in accordance with the helicopter flight manual (pilot's operating handbook) or approved company performance monitoring program. The results must be recorded and kept in the helicopter or at the designated base. Engines with power output below minimum approved limits must be removed from use until the cause of the low power condition is corrected.

SECTION B – TECHNICAL SPECIFICATIONS

☐ SUPPLEMENT B22.2 - RESOURCE RECONNAISSANCE

Definitions

Resource Reconnaissance: This type of reconnaissance must be conducted in aircraft flying at a distance greater than 500' from the terrain. Natural resource survey, transect type operations, utilization of specialized equipment, or missions not normally conducted in the commercial sector are examples of specific tasks that require special consideration.

B22.2.1 Flight Operations

B22.2.1.1 Mission accomplishment may require unique aircraft operating techniques that may require additional approval.

B22.2.2 Personnel Requirements

B22.2.2.1 Pilots must be knowledgeable of all specialized mission requirements. This may include special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission.

B22.2.2.2 Pilots must be requested to demonstrate proficiency during an agency evaluation flight. The proficiency check may not be required if the pilot has been previously carded for low level or fire reconnaissance.

B22.2.2.3 Personal protective equipment.

B22.2.2.3.1 PPE is not required for resource reconnaissance flights.

B22.2.3 Equipment Requirements

B22.2.3.1 Aircraft must meet the basic requirements for airworthiness and conditions as listed in Aircraft Rental Agreement (B6).

B22.2.3.2 Installation or utilization of specialized equipment may require additional approval.

Note: First aid and survival kits are not required for this supplement.

B22.2.4 Avionics Requirements – Resource Reconnaissance II

B22.3.4.1 Avionics equipment for this approval level is dependent upon the type of mission being flown and must be determined by the using bureau entity as required.

B22.2.5 Avionics Requirements – Resource Reconnaissance I

B22.2.5.1 Navigational systems: One global positioning system (GPS) must be installed in the aircraft. The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the DM (degrees/minutes/decimal minutes) mode for aircraft positioning, and be powered by the aircraft electrical system. Panel-mounted units must utilize an approved, fixed, external aircraft antenna. Portable units must be securely mounted and must utilize an antenna which is external to the GPS unit itself.

B22.2.5.2 One weatherproof, external, broadband antenna covering the 150-174 MHz band (Comant model CI-177 or equal), with associated RG-58A/U (or equivalent) coaxial cable terminated in a male BNC connector within the aircraft cabin in a location which facilitates connection to a unit mounted between the pilot and copilot seats, plus 4 feet (minimum).

B22.2.5.3 Specific requirements for additional avionics must be provided when called for, based on mission demands.

SECTION B – TECHNICAL SPECIFICATIONS

☐ SUPPLEMENT B22.3 – LOW LEVEL ACTIVITIES

B22.3 Special Use, Low Level Activity. Any planned flight at less than 500 feet from the surface (not including takeoff or landing or en route weather considerations).

B22.3.1 Flight Operations

B22.3.1.1 Low level flight (below 500 feet AGL) may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 must be adhered to at all times.

B22.3.1.2 Only personnel necessary to the mission must be on board the aircraft.

B22.3.1.3 Planning. The pilot must attend a mission briefing, which should include flight routes/areas and altitudes, hazard identification, and risk assessment.

B22.3.2 Personnel Requirements

B22.3.2.1 200 hours PIC in normal low level operations, over typical terrain (hazardous/mountainous), such as power line/pipeline patrol, agriculture operations, wildlife survey, law enforcement, aero magnetic survey, and search and rescue. This experience must have been gained while conducting operations under certificates or authorizations that allow aircraft operations below 500 feet AGL. Some activities not considered normal low level operations are traffic watch, banner towing, aerial photography, and civil flight instruction.

B22.3.2.2 Pilots must show evidence of experience in low-level operations and be knowledgeable of all specialized mission requirements. This may include low-level operations, special flight techniques, terrain considerations, use of specialized navigation equipment, or operation of other equipment as appropriate for the specific mission. Pilots must be required to demonstrate their ability during an agency evaluation flight.

B22.3.2.3 Helicopters Only

NOTE: The Contractor is responsible for ensuring an approved mountain pilot is provided when dispatched for operations in a designated mountainous area as identified in 14 CFR 95 Subpart B.

B22.3.2.3.1 Pilots must have recorded minimum flying time as pilot-in-command as follows:

B22.3.2.3.2 10 hours . . . In make and model for operations in designated mountainous areas.

B22.3.2.3.3 200 hours . . . Total mountain flight hours. For operations in Designated Mountainous Areas as identified in

14 CFR 95 Subpart B. . Operating includes maneuvering and numerous takeoffs and landings to ridgelines, pinnacles, and confined areas.

B22.3.2.4 Personal protective equipment (PPE). The following items must be worn by the pilot, operable, and maintained in good repair:

B22.3.2.4.1 An aviator's flight helmet, consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass, must cover the top, sides (including the temple area and to below the ears), and the rear of the head. The helmet must be equipped with a chinstrap and appropriately adjusted for proper fit. Flight helmets for helicopter usage must conform to a national certifying agency standard, such as DOT, Snell-95, SFI, or an appropriate military standard, and be compatible with required avionics (see section B22.5.4). "Shorty" (David Clark-style) helmets are not approved. Flight helmets currently meeting this requirement are the SPH-3, SPH-4, SPH-5, SPH-4B, SPH-8, HGU-56, and HGU-84. Helmets designed for use in fixed wing aircraft do not provide adequate protection for helicopter occupants and are not approved for helicopter use. Aviator protective helmets are not required in multiengine fixed wing airplanes.

B22.3.2.4.2 Vendor personnel, while flying, must wear a long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material, leather boots, and leather, polyamide, or aramid gloves. The long-sleeved shirt must overlap the gloves, and the pants must overlap the boots by at least 2 inches. Personnel must not wear clothing made of non-fire-resistant synthetic material under the fire-resistant clothing described above. Note: Reference *Aviation Life Support Handbook* for additional information located at <http://amd.nbc.gov>.

B22.3.3 Equipment Requirements

B22.3.3.1 A strobe light, with either a white, or half white and half red lens, mounted on top of the aircraft, or otherwise visible from above. If the aircraft certification requires the anticollision light to be aviation red, then a white strobe light with an independent activating switch must be provided in addition to the red strobe. An STC'd LED aviation red strobe will also fulfill this requirement.

B22.3.3.2 A first aid kit containing items specified in Exhibit 4 must be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.3.3.3 A survival kit containing items specified in Exhibit 4 must be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.3.4 Avionics Requirements

SECTION B – TECHNICAL SPECIFICATIONS

B22.3.4.1 An intercommunications system (ICS) must be provided for the pilot, observer/copilot, and any additional required crewmember positions. ICS operation may be via either voice-activation (VOX) or push-to-talk (PTT). If PTT, the pilot's PTT switch(es) must be mounted on the flight controls (helicopter cyclic or airplane control yoke), with cord-mounted PTT switches at any other required positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B22.3.4.2 The system must be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type model 5060-2, military dynamic type M-87/AIC with type CE-100 TR preamplifier (or equivalent). The pilot position only may be configured for low impedance (dynamic) operation.

B22.3.4.3 Earphone/microphone jacks:

B22.3.4.3.1 Helicopters: all jacks (except the pilot's) must be U-92A/U (single/female) type, which must accept U-174/U type plugs.

B22.3.4.3.2 Airplanes: JJ-033 and JJ-034 jacks must be furnished at each required station.

B22.3.5 Maintenance Requirements

B22.3.5.1 Weight and balance. The aircraft's required weight and balance data must be determined by actual weighing of the aircraft and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B22.3.5.1.1 All weighing of aircraft must be performed on scales that have been certified as accurate within preceding 24 calendar months. The certifying agency may be any accredited weights and measures laboratory.

B22.3.5.1.2 A list of equipment installed in the aircraft at the time of weighing must be compiled. The equipment list must include the name of each item installed. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios, cargo hook, baskets, special mission equipment, survival kit, etc.) must also be listed including the name, the weight and arm of each item. Each page of the equipment list must identify the specific aircraft by at least serial number or registration number of the aircraft. Each page of the equipment list must be dated indicating the last date of weighing or computation. The weight and balance must be revised each time new equipment is installed or old

equipment is removed. Weight and balance procedures under 14 CFR 135.23(b) and 135.185 are acceptable.

B22.3.5.2 Time between overhaul and life-limited parts.

B22.3.5.2.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B22.3.5.2.2 Aircraft operated with components or accessories on approved TBO extension programs are acceptable provided: (1) The Vendor is the holder of the approved extension authorization (not the owner if the aircraft is leased), and (2) the Vendor operates in accordance with the extension authorization.

B22.3.5.2.3 The Vendor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the components name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B22.3.5.3 Turbine engine power assurance check. The first day of operation and no more than each ten hours of operation thereafter, a power assurance check must be performed. The power assurance check must be accomplished in accordance with the helicopter flight manual (pilots operating handbook) or approved company performance monitoring program. The results must be recorded and kept in the helicopter or at the designated base. Engines with power output below minimum approved limits must be removed from use until the cause of the low power condition is corrected.

SECTION B – TECHNICAL SPECIFICATIONS

☐ SUPPLEMENT B22.4 – HELICOPTER OFFSHORE/VESSEL LANDINGS AND EXTENDED OVER WATER

Definitions

Over water: Helicopter operations beyond power off gliding distance to shore but within 50 nautical miles of any shoreline.

Extended over water: Helicopter operations over water at a horizontal distance of more than 50 nautical miles from the nearest shoreline and more than 50 nautical miles from an offshore heliport structure.

Platform/vessel landings: Helicopter operations requiring takeoff/landing on an offshore heliport structure or a marine vessel.

B22.4.1 Flight Operations

B22.4.1.1 Minimum weather conditions for VFR flights are defined as: Onshore, ceiling 300 feet and visibility 1 mile; offshore, ceiling 500 feet and visibility 3 miles.

B22.4.1.2 Multiengine helicopters may be dispatched for night flights. Aircraft must be operated in accordance with the Vendor's operations specifications for instrument flight rules (IFR).

B22.4.2 Personnel Requirements

B22.4.2.1 A helicopter instrument rating or an airline transport pilot (ATP) certificate with category and class rating not limited to VFR (not required in Alaska).

B22.4.2.2 Experience for platform/vessel landings: 200 hours PIC in helicopter operations offshore including landing on offshore heliport structures or vessel heliports, or 100 hours PIC in offshore operations if 50 hours of offshore operation was accomplished within the previous 12 months. In Alaska, 50 hours PIC in helicopter offshore/vessel operations or 25 hours of offshore/vessel, if accomplished within the previous 12 months.

B22.4.2.3 Pilots must demonstrate their ability during an agency evaluation flight.

B22.4.2.4 Personal protective equipment (PPE).

B22.4.2.4.1 For platform/vessel landings: Aviator's flight helmet, consisting of a one-piece hard shell made of polycarbonate, Kevlar, carbon fiber, or fiberglass, must cover the top, sides (including the temple area and to below the ears), and the rear of the head and must be compatible with

required avionics. The helmet must be equipped with a chinstrap and must be appropriately adjusted for proper fit.

B22.4.2.4.2 Flight helmets approved for helicopter use must conform to a U.S. military standard or be approved for use by a branch of the U.S. military or American National Standard Institute (ANSI) Z90.1B-1992 ("American National Standard for Protective Head Gear: for Motor Vehicle Users: Specifications"). Flight helmets currently known to meet this requirement include: SPH-5, HGU-84P, SPH-4B, and HGU-56P manufactured by Gentex; Alpha 200, Alpha 400, and Alpha Eagle (900) manufactured by Interactive Safety Products; MSA Gallet LH050 (single inner visor), LH150 (single outer visor) and LH250 (dual visor – one inner and one outer). Helmets designed for use in fixed wing aircraft **do not** provide adequate protection for helicopter occupants and **are not approved for helicopter use**.

B22.4.3 Equipment Requirements

B22.4.3.1 A first aid kit containing items specified in Exhibit 4 must be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.4.3.2 A survival kit containing items specified in Exhibit 4 or as specified in 14 CFR 135.167 must be furnished by the Vendor and carried aboard the aircraft on all flights.

Note: Extended over water operations require emergency equipment identified in 14 CFR 135.167.

B22.4.3.3 Emergency flotation gear (popout) or standard flotation gear (fixed floats).

B22.4.3.4 Flight instruments for low visibility flight conditions, including gyroscopic bank and pitch indicator (ADI), directional gyro, vertical speed indicator, and rate of turn indicator or skid/slip indicator or inclinometer.

B22.4.4 Avionics Requirements

B22.4.4.1 One panel-mounted global positioning system (GPS) must be permanently installed in the aircraft. The GPS must reference latitude and longitude coordinates for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. The GPS installation must be FAA approved (or approval pending). Handheld and/or marine-type equipment is not acceptable.

B22.4.4.2 An intercommunications system (ICS) must be provided for the pilot, observer/copilot, and all required crewmember positions. ICS audio must mix with, but not mute, selected receiver audio. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of

SECTION B – TECHNICAL SPECIFICATIONS

excessive distortion, hum, noise, and crosstalk and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B22.4.4.3 Microphones, PTTs, and jacks.

B22.4.4.3.1 The system must be designed for operation with 600 ohm earphones and carbon-equivalent, noise-canceling boom-type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent). The pilot position only may be configured for low impedance (dynamic) operation.

B22.4.4.3.2 Push-to-talk (PTT) operation: Separate PTT switches must be provided for radio transmitter and ICS microphone operation at the pilot and observer positions. ICS PTT switches must be provided for the other ICS-equipped positions. The pilot's PTT switches must be mounted on the cyclic control. The PTT switch(es) for all other positions must be mounted on the cord to the earphone/microphone connector.

B22.4.4.3.3 All earphone/microphone jacks in the aircraft (except the pilot's) must be U-92A/U (single/female) type, which must accept U-174/U-type plugs.

SECTION B – TECHNICAL SPECIFICATIONS

☐ SUPPLEMENT B22.5 – AVIATION FUEL SERVICING VEHICLE

B22.5.1 Fuel and Servicing Requirements: General.

B22.5.1.1 All aviation fuel must be approved for use by the airframe and engine manufacturer. Aviation fuel must meet American Society for Testing and Material (ASTM) or military specifications (ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5), ASTM-D-910, or Mil T-910 (grade 80, 100, or 100LL)).

B22.5.1.2 Vendors obtaining fuel directly from distributors must validate and document fuel delivered meets the color and API gravity specifications applicable to the specific fuel requested. The specific standard (ASTM or Mil STD) applicable to each fuel grade contains data pertaining to appearance (color) and API gravity. Fuel delivery tickets must have API gravities annotated on them by fuel distributors. Vendors must perform API gravity tests when delivery tickets do not have documented API gravities or when doubt exists about fuel quality. API gravities must fall within acceptable ranges detailed in applicable specification. Fuel delivery tickets and testing results must be kept with the fuel delivery vehicle for 30 days.

B22.5.1.3 Fueling operations, including storage and handling must comply with the airframe and engine manufacturer's recommendations and all applicable FAA standards. The National Fire Protection Association's (NFPA) standard for aircraft fuel servicing (*NFPA 407: Aircraft Fuel Servicing*) must be used as a guide. Passengers must not be on board the aircraft during fueling operations. Copies of *NFPA 407: Aircraft Fuel Servicing* can be obtained from the National Fire Protection Association, Batterymarch Park, Quincy, MA 02269. Maintenance and security of fuel storage and fueling facilities are the Vendor's responsibility.

B22.5.1.4 Vendors must have a fuel quality assurance program based on requirements contained in the equipment manufacturer's operating instructions and *Air Transportation Association Specification 103: Standard for Jet Fuel Quality Control at Airports*. Fuel must pass through a filtering system as outlined in Section B22.7.4 in accordance with the filter manufacturer's recommendations.

B22.5.2 Fuel Servicing Vehicle: General

B22.5.2.1 As stated in the contract terms and conditions of the document, the Vendor must comply with all applicable Federal, State, and local laws. Vendor fuel servicing vehicles must meet 49 CFR requirements applicable to the type of fuel being transported.

B22.5.2.2 The Vendor must supply a fuel servicing vehicle when necessary to support operations. The fuel

servicing vehicle must be approved annually by the government. The fuel servicing vehicle must display a current NBC AMD or USDA FS inspection sticker. This approval/inspection sticker is an indication the vehicle meets the additional equipment requirements of this procurement and in no way indicates that the vehicle meets 49 CFR requirements.

B22.5.2.3 Fuel servicing vehicles must be properly maintained, clean, and reliable. Tanks, plumbing, filters, and other required equipment must be free of rust, scale, dirt, and other contaminants. All leaks must be repaired immediately.

B22.5.2.4 Fuel servicing vehicle fuel tanks must be securely fastened to the vehicle bed and must have a water sediment settling area (sump).

B22.5.2.5 Filter and pump sizes must be compatible with the helicopter being serviced. The fuel servicing vehicle must, at a minimum, provide a 10-gallon-per-minute flow rate measured at the nozzle.

B22.5.2.6 All refueling pumps regardless of power source must be listed for use with petroleum products (UL, FM, etc.). Gasoline-engine-driven pumps must have a shielded ignition system, an approved spark arrestor muffler, and a meter shield between the engine and the pump.

B22.5.2.7 Trailers must have an effective wheel-braking system. The power for the trailer braking system must be controlled from the towing vehicle.

B22.5.3 Fuel Servicing Vehicle: Equipment

B22.5.3.1 Each aircraft fuel servicing tank vehicle must have two fire extinguishers, each having a rating of at least 20-B:C. One extinguisher mounted on each side of the vehicle. Extinguishers must comply with *NFPA 10: Standards for Portable Fire Extinguishers*.

B22.5.3.2 Tanks erected for aboveground storage and tanks mounted on vehicles must be designed to allow contaminants to be removed from the sediment settling area.

B22.5.3.3 Only hoses compatible with the aviation fuel being serviced must be used. Hoses must be kept in good repair.

Note: Future hose requirements may incorporate specific specifications.

B22.5.3.4 Aircraft refueling nozzles must include a 100-mesh or finer screen, a dust cover, and a bonding cable with clip or plug. Nozzle holdopen devices are not permitted.

SECTION B – TECHNICAL SPECIFICATIONS

B22.5.3.5 An accurate fuel-metering device for registering quantities in U.S. gallons of fuel pumped must be provided. The meter must be visible to the fuel handler while servicing the aircraft.

B22.5.3.6 Fuel servicing vehicles must have bonding cables with clip/plug to allow system-to-aircraft bonding stipulated in *NFPA 407: Aircraft Fuel Servicing*.

B22.5.3.7 Fuel servicing vehicles must carry petroleum product absorbent pads or materials to absorb or contain a 5-gallon petroleum spill. The Vendor is responsible for proper disposal of all products used in the cleanup of a spill in accordance with the EPA (40 CFR, Parts 261 and 262).

Note: Clay-based absorbent materials (kitty litter) are not biodegradable and require removal from spill sites.

B22.5.4 Fuel Servicing vehicle: Filtering System

B22.5.4.1 Filtration must be sized to withstand fuel system pressures and flow rates.

B22.5.4.2 The filter manufacturer's operating, installation, and service manual must be with the fuel servicing vehicle and complied with.

B22.5.4.3 Filtration must meet one of the following qualifications: *American Petroleum Institute (API) Bulletin 1583: Institute of Petroleum (IP) Specifications and Qualification Procedures, Aviation Fuel Monitors With Absorbent Type Elements*, or *API 1581: Specifications and Qualification Procedures for Aviation Jet Fuel Filter/Separators*. Three-stage (coalescer cartridge(s), separator cartridge(s), and monitor(s)) systems are API 1581 or Mil-F-8901e qualified. Single stage system meeting API 1583 qualifications utilize a single element system. Filter manufacturers (Velcon, Raycor, and Facet) manufacture filtration specifically for aviation refueling systems including single and three-stage systems.

B22.5.4.4 The filter vessel must be placarded indicating the filter change date. Spare filters must be available to allow periodic and emergency filter changes

B22.5.4.5 Differential pressure gauges must be installed on refueling systems operating at 25 psi or above.

B22.5.4.6 If equipped with a drain, the bottom of the filter assembly must be mounted to allow room for draining and pressure flushing into a container. If the unit is equipped with a water sight gauge, the balls must be visible.

B22.5.4.7 A spare filter, seals, and other spare components of the fuel servicing vehicle filtering system must be stored in a clean, dry area within the fuel servicing vehicle.

B22.5.5 Fuel Servicing Vehicle: Markings

B22.5.5.1 Each fuel servicing vehicle must have NO SMOKING signs with 3-inch minimum letters positioned on both sides and rear of vehicle.

B22.5.5.2 Each fuel servicing vehicle must be conspicuously and legibly marked to indicate the fuel grade. The markings must be on each side and rear in letters at least 3 inches high on a background of a sharply contrasting color.

Examples: Jet-A white on black background or AVGAS 100LL white on blue background.

B22.5.6 Fuel Servicing Vehicle: Operations

B22.5.6.1 Government personnel must not be involved with refueling of agreement aircraft.

B22.5.6.2 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B22.5.7 Fuel Servicing Vehicle: Driver Duty Limitations

B22.5.7.1 Fuel servicing vehicle drivers must comply with Department of Transportation (DOT) Safety Regulation 49 CFR, Parts 390-399, including duty limitations. It is the Vendor's responsibility to ensure that employees comply with DOT regulations. The fuel servicing vehicle driver must have a minimum of 2 full calendar days of rest during any 14-day period. Off duty days need not be consecutive.

B22.5.7.2 The fuel servicing vehicle driver must be responsible for keeping the Government apprised of his/her duty limitation status.

B22.5.7.3 Relief or substitute fuel servicing vehicle drivers reporting for duty under any contract may be required to furnish a record of all DOT duty time during the previous 14 days.

B22.5.7.4 Fuel servicing vehicle drivers may be removed from duty for fatigue or other causes created by unusually strenuous or severe duty before reaching duty limitations.

B22.5.8 Personal Protective Equipment for Ground Operations

B22.5.8.1 While within the safety circle of an operating helicopter, all personnel must wear the following PPE:

SECTION B – TECHNICAL SPECIFICATIONS

B22.5.8.2 Shirt with sleeves overlapping gloves and pants with legs overlapping boots, hardhat or flight helmet with chinstrap fastened, hearing protection, and eye protection.

Note: Fuel servicing vehicles must not enter the servicing zone until rotor blades have stopped rotating.

B22.5.8.3 In addition, fuel servicing vehicle operators must wear nonstatic (example: cotton/natural fiber) clothing and gloves. Nomex-rated clothing (most flight suits) generates static electricity and does not meet the above requirement.

SECTION B – TECHNICAL SPECIFICATIONS

☐ SUPPLEMENT B22.6 – MARINE MAMMAL SURVEY ON ALEUTIAN CHAIN OF ALASKA

Definition

Airplane Marine Mammal Survey on Aleutian Chain of Alaska: Surveys of Marine Mammals conducted along the Aleutian Chain of Alaska while over water at low altitude (below 500 feet AGL).

B22.6.1 Aircraft Requirements

B22.6.1.1 Aircraft must be a high wing, multi-engine aircraft.

B22.6.1.2 Aircraft must be certified for IFR and known icing.

B22.6.1.3 Aircraft shall be capable of a survey speed of 100 Knots. The survey speed shall not be greater than power off stall speed + 30 % (clean configuration/no gear/flaps) at MGTW. VMC shall be at least 10 knots below the survey speed in this configuration.

B22.6.1.4 Aircraft endurance shall be six hours (6 hours) with an additional 45 minutes reserve at 120 knots at sea level.

B22.6.1.5 Cruising airspeed: 150 KTS, TAS (cruise power and 5,000 ft. operational altitude)

B22.6.2 Pilot Requirements

B22.6.2.1 Pilots shall display evidence of experience in using all equipment specified. (HF radio, GPS, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight. Pilot may use an abbreviated checklist.

B22.6.2.2 Pilots shall demonstrate their ability to perform the following functions with the required GPS. The pilot may use only an abbreviated checklist in the performance of this evaluation.

B22.6.2.3 Determine the geographic coordinates of a destination identified on a sectional aeronautical chart.

B22.6.2.4 Install destination coordinates.

B22.6.2.5 Acquire distance/bearing information to a destination.

B22.6.2.6 Record as a waypoint, coordinates of various locations while enroute to a primary destination.

B22.6.2.7 Navigate from a present position to a selected recorded waypoint or between two recorded waypoints.

B22.6.2.8 Pilots shall have logged minimum-flying time as pilot-in-command as follows:

B22.6.2.9	3,000 hours	Total pilot time
B22.6.2.10	1,200 hours	PIC, airplanes
B22.6.2.11	200	hours Category and class to be flown
B22.6.2.12	250 hours	Large airplanes (if large airplane)
B22.6.2.13	100 hours	Night flying to include the recent flight experience requirements of FAR 61.57(b)
B22.6.2.14	75 hours	Actual or simulated instrument flight time (including 50 hours in flight)
B22.6.2.15	100 hours	Total time in the preceding 12 months
B22.6.2.16	10 hours	PIC in class in the last 60 days

SECTION B – TECHNICAL SPECIFICATIONS

B22.6.2.17	5 hours	Total time in make and model, preceding 30 days
B22.6.2.18	50 hours	Total time in make and model
B22.6.2.19	500 hours	Cross-country
B22.6.2.20	100 hours	Multi-engine in the Arctic Ocean, Aleutian Chain, Arctic Coastal Environment, or other similar flying experience subject to the approval of the Contracting Officer.
B22.6.2.21	200 hours	PIC of low level flights (less than 500 feet AGL) performing paracargo drops, aerial seeding, crop dusting, retardant dropping, wildlife surveys, or other similar flying experience subject to the approval of the Contracting Officer. If flights are conducted above 500 ft AGL, the low level PIC requirements are not required.

B22.6.2.22 The Vendor shall submit an experience resume for each pilot offered for approval. The resume shall include names and pilot addresses of past employers, substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft. The information shall be submitted on Form AMD-64A (with supplements if requested), Airplane Pilot Qualifications and Approval.

B22.6.2.23 Pilots shall be knowledgeable of IFR, VFR, low level and slow flight procedures while close to high or rising terrain along coastal area of the Aleutian Chain. This includes: understanding of hidden hazards (down drafts wind sheers) special flight techniques for low level in slow flight configuration.

B22.6.2.24 Pilots will be required to demonstrate proficiency during an initial agency evaluation flight.

B22.6.3 Personal Protective Equipment (PPE)

B22.6.3.1 Pilots of aircraft shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire resistant polyamide or aramid material or equal, boots made of all leather uppers that come above the ankles, and leather or polyamide or aramid gloves. The shirt, trousers, boots and gloves shall overlap to prevent exposure to flash burns.

B22.6.3.2 Life Preservers (TSO-C13) required by 14 CFR 135 shall be on board and readily available when the aircraft operated over water and beyond power-off gliding distance to shore.

B22.6.3.3 Anti-exposure suits shall be readily available to each occupant of the aircraft when conducting extended over water flight and when the water temperature is estimated to be 50 degrees Fahrenheit or less. When conducting low level surveys the suits shall be donned at least to the waist.

B22.6.4 Equipment Requirements

B22.6.4.1 A white (aviation red or white light emitting diode LED is acceptable) strobe light system visible from above is

required. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe. A ½ white and ½ red lens is acceptable.

B22.6.4.2 A first aid kit containing items specified in Attachment 4 shall be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.6.4.3 A survival kit containing items specified in Attachment 4 shall be furnished by the Vendor and carried aboard the aircraft.

B22.6.4.4 If additional fuel is required to meet the endurance requirements of the order, the Vendor shall furnish a 100-gallon, minimum, auxiliary fuel tank system. The system will be comprised of a totally FAA approved external wing mounted system.

B22.6.4.4 The following equipment shall be FAA approved, installed and maintained in accordance with all provisions of 14 CFR 43.

B22.6.4.5 Aircraft two first row windows shall be bubble windows, one on each side of aircraft, which provides unrestricted downward and forward visibility. Windows shall be fitted, contoured, and attached to the full size of the window opening allowing only a reduction necessary to accommodate the structure. The vertical dimension of the left side of the aircraft shall be 14 ¾ inches and the horizontal dimension 14 1/2 inches with a depth of 5 inches. The vertical dimension of the right side of the aircraft shall be 14 7/8 inches and the horizontal dimension 19 ½ inches with a depth of 6 ½ inches. These are minimum dimensions.

B22.6.4.6 Each bubble window shall be equipped with a defogging vent and duct blower. The defogging air source shall be ducted from the cabin heat system.

B22.6.4.7 At the data entry stations, the Vendor shall furnish two table tops measuring approximately 18 ½ inches long by 26 ¾ inches wide. This area will be utilized for the laptop computer and keyboard.

SECTION B – TECHNICAL SPECIFICATIONS

B22.6.4.7.1 The table shall provide a clear area of 17 inches minimum from the operator's seat back to the aft edge of the table. The table shall have a minimum height of 25 inches from the floor for leg clearance.

B22.6.4.8 The equipment rack and data entry station shall be installed to provide at least an 18-inch unrestricted path for movement between the forward cabin bulkhead and the main cabin door.

B22.6.4.9 The Vendor shall furnish 115 VAC, 60 cycles, terminated in an AC receptacle (household style with ground prong hole) with ability to plug in two electrical cords, located at the data entry station. The total load requirements will be approximately 25 amps.

B22.6.4.10 Life Raft. The Vendor shall furnish a life raft(s) rated for a total of six (6) occupants (not overloaded). The raft(s) shall meet TSO C-70 Type II standards and also the extended overwater requirements of 14 CFR Part 135.167. The raft(s) shall provide a full canopy system. The raft(s) location shall be readily accessible for deployment from the main cabin door.

B22.6.5 Avionics Requirements

B22.6.5.1 Avionics Requirements. The following systems shall be furnished, installed, made operable and maintained by the Vendor in each agreement aircraft in accordance with the installation and maintenance standards of this agreement.

B22.6.5.2 An avionics master switch system shall be provided to control the power to all the aircraft's avionics systems except the ELT, from a single switch.

B22.6.5.3 An automatic fixed emergency locator transmitter (ELT AF) or an automatic fixed/portable emergency locator transmitter (ELT AF/AP), meeting TSO-C91 or TSO-C91 (a), installed in accordance with 14 CFR 91.207. Notwithstanding 14 CFR 91.207(f), the Vendor shall not utilize an aircraft in performance of this agreement unless the aircraft is equipped with fully operational ELT equipment. Access to the ELT location shall be conspicuously marked. The external antenna shall be on top of the aircraft.

B22.6.5.4 The Vendor shall install, in the aircraft, an Underwater Acoustic Beacon (Dukane Model DK-100 or equal). The beacon shall be installed and maintained in accordance with the manufacturer's specifications and each 6-month testing shall be documented in the aircraft's maintenance record.

B22.6.5.5 Two panel mounted VHF/AM (VHF-1, VHF-2) airways communication transmitter/receiver system, minimum

720 receive channels 118.000 to 135.975 MHz in 25 KHz increments, and minimum 5 watts transmit carrier power.

B22.6.5.6 Two VHF airways navigation VOR/LOC receiver systems with indicators, of a minimum of 100 navigation receive channels.

B22.6.5.7 One glideslope system, 20 receiver channels.

B22.6.5.8 One marker beacon receiver system with three light indicator.

B22.6.5.9 RMI radio-magnetic indicator with Nav 1/ADF1 on single needle and Nav 2/ADF2 on double needle. When IFR GPS is used in lieu of second ADF, the double needle on the RMI will be Nav2/ADF1 system with the above specifications and one FAA approved IFR GPS system.

B22.6.5.10 Two ADF, automatic direction finder receiver system, frequency range of at least 200 to 1,699 kHz, connected to the RMI, or one ADF system with the above specifications and one FAA approved IFR GPS system.

B22.6.5.11 RMI radio-magnetic indicator with Nav 1/ADF1 on single needle and Nav 2/ADF2 on double needle. When IFR GPS is used in lieu of second ADF, the double needle on the RMI will be Nav2/ADF1

B22.6.5.12 One ATC transponder system, and altitude reporting system, meeting the requirements of 14 CFR 91.215(a), and tested and inspected per 14 CFR 91.413. The transponder shall have been last tested during the one year period preceding the start or renewal date of the agreement.

B22.6.5.13 One DME distance measuring system, 100 channel minimum.

B22.6.5.14 One radio altimeter, with decision height warning system including both visual (light) and audible warning indications. Warning system will provide aural warning to pilot through headphones.

B22.6.5.15 One Airborne Weather Radar System. The system shall be capable of surface mapping with clutter reduction. The range scale should provide good small scale reference such as a 2.5 NM maximum at the low end.

B22.6.5.16 One HF-SSB/AM communication transmitter/receiver system, hard mounted in aircraft, in accordance with the radio requirements of Air Traffic Control (ATC), for flights in International Civil Aviation Organization (ICAO) airspace.

B22.6.5.17 One Global Positioning System (GPS) meeting the following requirements.

SECTION B – TECHNICAL SPECIFICATIONS

B22.6.5.17.1 The GPS shall be capable of coupling to the aircraft autopilot system.

B22.6.5.17.2 One panel-mounted GPS shall be permanently installed in the aircraft, in such a manner as to be readily visible and accessible to both the pilot and front seat observer positions. The GPS shall reference latitude and longitude coordinates for aircraft positioning, utilize an approved, fixed, external aircraft antenna, and be powered by the aircraft electrical system. Hand-held and/or marine equipment is not acceptable.

B22.6.5.17.3 An additional GPS antenna shall be externally mounted and its antenna lead routed to the data entry station.

B22.6.5.17.4 The GPS shall have a Light Emitting Diode (LED) or other units with high contrast displays. Examples of displays that may be acceptable are “Electro-Luminescence” or “Super-Twisted” Liquid Crystal Displays (LCD) that are backlighted.

B22.6.5.17.5 A GPS data port connector shall be installed for the purposes of external data retrieval by a GIS laptop computer. The connector shall be a DB-9F type D sub-connector, shall be wired for RS-232C serial format for laptop computers and shall be routed (through shielded wiring) to the location of the Government-furnished computer at the data entry station.

B22.6.5.17.6 The shielded wiring shall be terminated in a DB-9 pin female connector. The connector shall be wired as follows:

<u>Pin Number</u>	<u>Description</u>
2	RD - receive data
3	TD - transmit data
5	signal ground
4	DTR - data terminal ready (jumper to DSR)
6	DSR - data set ready
7	RTS - Request to send
8	CTS - Clear to send (jumper to Request to send)

B22.6.5.17.7 GPS data output shall include latitude, longitude, and altitude information.

B22.6.6 Audio Control System

B22.6.6.1 The pilot and co-pilot/observer positions shall each be equipped with a complete, duplicate, interchangeable, independent audio control system.

B22.6.6.2 Transmitter selector system: The pilot and co-pilot/observer shall be able to talk on all radio communication

transmitters and interphone at their position, with their single microphone plugged into their single jack. This will require a transmitter selector switch to select only one transmitter at a time to the single microphone jack and its associated push-to-talk switch. When any transmitter is selected, the switch shall automatically select its companion receiver audio, mixed with transmitter sidetone, to the headset jack. The transmitter sidetone shall also be available for cross monitoring at the corresponding receiver switch.

B22.6.6.3 Receiver audio selector system: The pilot and co-pilot/front observer shall be able to listen to any combination of all the receivers and to the intercom with their single headset plugged into their single jack. The system shall employ a commercially available amplifier with isolated inputs for each radio and sufficient gain and power output to deliver 100 milliwatts (with less than 10 percent noise and distortion combined) to each headset simultaneously. The amplifier shall provide sufficient isolation so that each audio signal is reduced by no less than 40 DB when its associated selector switch is turned off.

B22.6.6.4 An interphone system shall be provided with a minimum of four (4) positions. The interphone will provide communication between the PIC, SIC (or front seat observer when applicable), and four (4) aft observer positions.

B22.6.6.4.1 The interphone amplifier shall have sufficient gain and power output capability to deliver 100 milliwatts (with less than 10 percent noise and distortion combined) to each headset simultaneously.

B22.6.6.4.1.2 A control, convenient to the pilot, shall be provided for the interphone amplifier to adjust the headset audio to a comfortable level.

B22.6.6.4.1.3 The interphone push-to-talk switch at any one position shall not energize the microphone at any other position.

B22.6.6.4.1.4 The interphone may have “voice activation” in lieu of the push-to-talk interphone described above; a voice-activated interphone is acceptable provided the clarity and noise level of the interphone is satisfactory.

B22.6.6.5 The pilot and copilot shall be able to isolate the passenger cabin interphone from the crew interphone with a switch. The crew and passenger cabin areas shall each have a set of volume and squelch controls, and the controls shall be operable when isolation is selected. The passenger cabin area shall have all observer seat interphone positions active when isolation is selected.

B22.6.7 Headset and Microphone Characteristics

SECTION B – TECHNICAL SPECIFICATIONS

B22.6.7.1 The audio system shall be designed for headset/boom-microphones manufactured to 500 ohm headsets and carbon-equivalent, noise-canceling boom type microphones.

B22.6.7.2 The aircraft headset/microphone jacks shall be JJ-033 and JJ-034 to accept the headset/boom-microphone and aviator helmet's PJ-055B and PJ-068 plugs.

B22.6.7.2.1 The Vendor shall provide a separate microphone jack to connect to the Government's portable data (audio) recorder at one of the data entry seat positions. The microphone jack shall have an impedance interface to allow the recording of interphone audio from this position on the Government furnished Data Recorder (Panasonic Model RQ212 DAS recorder).

B22.6.7.3 The Vendor shall furnish a noise attenuating headsets at the PIC, SIC/front observer, and two (2) aft observers. One spare headset shall be provided.

B22.6.7.4 Each headset/ boom-microphone shall have a volume control.

B22.6.8 Push-To-Talk Switches

B22.6.8.1 At the HC and SIC positions, a yoke mounted three-position switch (spring loaded to the off position) to access all transmitters on one position and interphone on the other position will be installed.

B22.6.8.2 The transmitter and interphone switching shall be on the aft observers' cords of the headset/boom-microphone jack.

B22.6.8.3 The operation of a push-to-talk switch at any one position shall not energize the microphone at any other position.

B22.6.8.4 Equipment labeling denoting functions of switches shall be correctly referenced and permanently labeled.

SECTION B – TECHNICAL SPECIFICATIONS

☐ SUPPLEMENT B22.7 – AIRPLANE WHEEL OPERATIONS ON UNPREPARED LANDING AREAS FOR USE IN ALASKA

Definition

Airplane Wheel Operations on Unprepared Landing Areas: Locations where a pilot has not previously operated or other pilots have not routinely used for takeoffs and landings. A landing area previously used could be identified as unprepared when the surface conditions have changed significantly by environment factors such as flooding and breakup.

B22.7.1 PILOT REQUIREMENTS

B22.7.1.1 Pilots shall be knowledgeable of the unprepared landing area, i.e., beach/gravel bars, ridge tops, tundra, tidal areas, etc. This will include special flight techniques for the specific type of area to be used. Equipment operation could include tundra tires, extended gear, etc.

B22.7.1.2 Pilots will be required to demonstrate proficiency during an initial agency evaluation flight.

B22.7.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

B22.7.2.1 Pilots shall wear an aviator's protective helmet equipped with boom-microphone and earphones compatible with the radio specifications of this agreement. The helmet shall be equipped with a chinstrap and shall be individually fitted to cover the head and provide protection for ears and temples.

B22.7.2.2 Pilots shall wear long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots shall wear boots made of all-leather uppers that come above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves shall overlap to prevent exposure to flash burns.

B22.7.3 EQUIPMENT REQUIREMENTS

B22.7.3.1 A white (aviation red or white light emitting diode LED is acceptable) strobe light system visible from above is required. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe. A ½ white and ½ red lens is acceptable.

B22.7.3.2 Fire extinguisher(s), as required by 14 CFR 135, shall be a hand-held bottle with a minimum 2-B: C: rating, mounted and accessible to the flight crew.

B22.7.3.3 A first aid kit containing items specified in Attachment 4 shall be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.7.3.4 A survival kit containing items specified in Attachment 4 shall be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.7.3.5 Aircraft shall be equipped with double strap shoulder harnesses and lap belts for all occupants. Shoulder straps and lap belt shall fasten with metal-to-metal, single point, quick-release mechanism. Shoulder strap metal fittings shall be of the slotted type, which are secured by the seat belt buckle latch. Shoulder harness straps shall disengage from the seat belt when the seat belt is released.

B22.7.4 AVIONICS REQUIREMENTS

B22.7.4.1 An Intercommunication System (ICS) shall be provide for the pilot, observer, and all required crewmember positions and be compatible with the helmets worn. ICS audio shall mix with, but not mute, selected receiver audio. ICS side tone audio shall be provided for the earphones corresponding with the microphone in use. The ICS audio output shall be free of distortion, hum, noise, and cross talk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B22.7.4.2 The interphone system shall be 600 ohm with JJ-033 and JJ-034 series jacks. A control convenient to the pilot shall be provided for the interphone amplifier to adjust the earphone audio to a comfortable level.

SECTION B – TECHNICAL SPECIFICATIONS

☐ **B22.8 SUPPLEMENT HELICOPTER MAINTENANCE - STATE OF HAWAII**

B22.8.1 Maintenance Requirements.

B22.8.1.1 A list of applicable FAA AD's and required MMSB's on the make and model of aircraft offered shall be made available by the vendor at the time of the initial DOI inspection. The list will be similar to that shown in FAA Advisory Circular AC 43-9B. The signature of the person verifying compliance and the accuracy of the list is required.

B22.8.1.2 The Vendor shall provide, at the time of the initial DOI inspection, a list of all items installed on the aircraft which are required to be overhauled or replace on a specified time basis. This list shall include the component names, serial numbers, service life (or inspection/overhaul time), total time since major inspection/overhaul. and time remaining on the components.

B22.8.2 Additional Maintenance Requirements for Helicopters Operating on the Island of Hawaii

B22.8.2.1 The following requirements are established to insure that sulfidation and corrosion does not compromise flight safety.

B22.8.2.2 Engine power assurance checks shall be accomplished at least once every 10 hours. The results of this check shall be entered on the aircraft's daily flight record and a trend analysis chart. The Vendor shall review, monitor, and evaluate the health of the powerplant each time a power check is accomplished. This information will be maintained at the Vendor's base of Operations.

B22.8.2.3 Engine internal washing shall be accomplished following the last flight of the day. To prevent centrifuging of the cleaning solution, the wash should be accomplished while the engine is motored by the starter at low RPM.

B22.8.2.4 On Allison turbine engines, the turbine outer combustion can shall be removed each 300 hours. Turbine wheels will be inspected for corrosion, pitting, and erosion as per the Manufacturer's Maintenance Manuals.

B22.8.2.5 All engine and component overhauls will be performed by an FAA repair station.

SECTION B – TECHNICAL SPECIFICATIONS

☐ **B22.9 SUPPLEMENT HIGH ALTITUDE GLACIER OPERATIONS IN ALASKA**

B22.9.1 Definition

Airplane High Altitude Glacier Operations: Locations where ski landings are required on glaciers, above 3500 feet pressure altitude, onto sloping terrain. Approvals under this Supplement are for use in Alaska.

B22.9.2 Pilot Requirements

B22.9.2.1 Pilots shall be knowledgeable of glacier operations, high altitude landing and takeoff techniques in snow conditions. This includes: understanding of hidden hazards (crevasse, ice etc.) special flight techniques for glacier takeoff and landing, mountain flying, and flat lighting/white out conditions. Equipment operation will include Wheel-ski or Ski operations.

B22.9.2.2 Pilots will be required to demonstrate proficiency during an initial agency evaluation flight.

B22.9.3 Personal Protective Equipment (PPE) Not required

B22.9.3.1 Equipment Requirements

B22.9.3.2 A white strobe light system visible from above is required. If the aircraft certification requires the anti-collision light to be aviation red, then a white strobe light with an independent activating switch shall be provided in addition to the red strobe. A ½ white and ½ red lens is acceptable.

B22.9.3.3 A first aid kit containing items specified in Attachment 4 shall be furnished by the Vendor and carried aboard the aircraft on all flights.

B22.9.3.4 A survival kit containing items specified in the Exhibits shall be furnished by the Vendor and carried aboard the aircraft. While doing glacier operations, all items, excluding the wool blankets but including a sleeping bag, for each occupant, will be on board the aircraft.

Note: Operators of multiengine aircraft licensed to carry more than 15 passengers need carry only the food, mosquito nets, and signaling equipment at all times other than the period from October 15 to April 1 of each year, when two sleeping bags and one blanket for every two passengers shall also be carried. All of the above emergency rations and equipment requirements are the minimum requirements under current law.

B22.9.4 Avionics Requirements

B22.9.4.1 An Intercommunication System (ICS) shall be provide for the pilot, observer, and all required crewmember positions and be compatible with the headsets worn. ICS audio shall mix with, but not mute, selected receiver audio. ICS side

tone audio shall be provided for the earphones corresponding with the microphone in use. The ICS audio output shall be free of distortion, hum, noise, and cross talk, and shall be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B22.9.4.2 The interphone system shall be 600 ohm with JJ-033 and JJ-034 series jacks. A control convenient to the pilot shall be provided for the interphone amplifier to adjust the earphone audio to a comfortable level.

SECTION B – TECHNICAL SPECIFICATIONS

☐ B22.10 SUPPLEMENT RENTAL OF TANDEM SEAT AIRPLANES IN ALASKA

B22.10.1 Definitions

The use of tandem seat airplanes will be considered special use in Alaska and all services will be acquired and operated under this supplement. The ever-present possibility of overloading these aircraft to accomplish the day-to-day flight operations requires that inspection and approval of each aircraft and pilot be accomplished prior to use.

Low Level Any flight less than 500 feet from the surface. (Not including takeoff and landing.)

B22.10.2 FLIGHT OPERATIONS

B22.10.2.1 Low level flight may be required, 14 CFR 135.203 notwithstanding. The minimum safe altitude requirements of 14 CFR 91.119 will be adhered to at all times.

B22.10.2.2 The Project Weight & Balance Calculation worksheet, (enclosed for your use), shall be prepared prior to flight. This form shall be updated whenever mission requirements change the previous calculation.

B22.10.2.3 The AMD-23 payment document must record each takeoff and landing as a line item entry. A properly prepared Weight and Balance Calculation worksheet shall be presented in support of the AMD-23 payment document.

B22.10.3 PILOT REQUIREMENTS

B22.10.3.1 Pilot flight experience will include 200 hours pilot-in-command (PIC), in low level operations such as power line/pipeline patrol, agriculture crop dusting/spraying operations, wildlife electronic/visual surveys, other low level flight operations that build the additional pilot skills required to maintain aircraft airspeed and altitude in varying winds over typical terrain.

B22.10.3.2 Pilots shall document evidence of their experience in low level operations on an AMD-31, Pilot Experience Verification Form. Pilots shall demonstrate the ability to safely conduct low level flight to an agency inspector pilot. Specific mission approval will be entered on the back of the AMD-30A Pilot Qualification Card.

B22.10.3.3 Personal Protective Equipment (PPE) shall be worn by the pilot during all flights.

B22.10.4 AIRCRAFT REQUIREMENTS

B22.10.4.1 Aircraft shall be equipped with double strap shoulder harnesses and lap belts for both occupants. Shoulder straps and lap belt shall fasten with metal-to-metal, single point, quick-release mechanism. Shoulder strap metal fittings shall be of

the slotted type, which are secured by the seat belt buckle latch. Shoulder harness straps shall disengage from the seat belt when the seat belt is released.

B22.10.4.2 PA-18 aircraft must have minimum certificated gross weight of 2000 pounds.

B22.10.5 ADDITIONAL AVIONICS EQUIPMENT REQUIREMENTS

B22.10.5.1 Audio Control System. An interphone system shall be provided between the pilot and aft observer/passenger. The interphone system shall be 600 ohm with JJ-033 and JJ-034 jacks. The interphone amplifier shall have sufficient gain and power output capability to deliver 80 milliwatts (with less than 10 percent noise and distortion combined) to each earphone simultaneously. A control convenient to the pilot shall be provided for the interphone amplifier to adjust the earphone audio to a comfortable level.

B22.10.5.2 The interphone may be either voice actuated or with push-to-talk switches. Push-to-talk switches will be located on the pilot's stick and on the cord of the observer's headset/boom-microphone.

B22.10.6 MAINTENANCE REQUIREMENTS

B22.10.6.1 Prior to initial use by the Department of the Interior, tandem seat airplanes shall be weighed in the presence of a DOI inspector. The aircraft shall be weighed utilizing certified scales.

B22.10.6.2 The aircraft shall be defueled prior to weighing.

B22.10.6.2.1 The following equipment shall be on board the aircraft during weighing:

- a. Full engine oil.
- b. Flight manual.
- c. Fire extinguisher.
- d. First aid kit.
- e. Survival kit.

B22.10.6.3 The aircraft records must include an accurate equipment list which shows weight and arm of all installed equipment.

B22.10.6.4 The operator shall prepare a weight and balance report for each aircraft configuration offered. The report shall show the most adverse loading limits and a copy of these documents will be maintained in the aircraft. The accurate maintenance of these records may preclude recurrent weighing of the aircraft.

SECTION C – TERMS AND CONDITIONS

TERMS AND CONDITIONS

C1 52.212-4 Contract Terms And Conditions--Commercial Items (Sept 2005) [Tailored]

52.212-4 is incorporated by reference with the exception of Clause 52.212-4(c) and Clause 52.212-4(i) which is stated in full text as follows:

52.212-4(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

52.212-4(i) Payment.

- (1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) **Prompt Payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) **Overpayments.** If the Vendor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Vendor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER FAR CLAUSE 52.212-5)

C2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (52.212-5 FEB 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

- ☐ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (JAN 1999) (15 U.S.C. 657a).

- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

- ☐ (4) [Reserved]

- ☒ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ☐ (ii) Alternate I (OCT 1995) of 52.219-6.

- ☐ (iii) Alternate II (MAR 2004) of 52.219-6.

- ☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- ☐ (ii) Alternate I (OCT 1995) of 52.219-7.

- ☐ (iii) Alternate II (MAR 2004) of 52.219-7.

- ☒ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

- ☐ (8) (i) 52.219-9, Small Business Subcontracting Plan (NOV 2007) (15 U.S.C. 637(d)(4)).

- ☐ (ii) Alternate I (OCT 2001) of 52.219-9.

- ☐ (iii) Alternate II (OCT 2001) of 52.219-9.

- ☒ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

- ☐ (10) (i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

- ☐ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

- ☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657f).

- ☒ (15) 52.219-28, Post Award Small Business Program Representation (JUNE 2007) (15 U.S.C. 632(a)(2)).

SECTION C – TERMS AND CONDITIONS

☒ (16) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

☐ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008)(E.O. 13126).

☒ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (19) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

☒ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

☒ (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212).

☐ (23)(i) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)(E.O. 13201).

☒ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).

☐ (ii) Alternate I (AUG 2007) of 52.222-50

☐ (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (27) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

☐ (28) 2.225-1, Buy American Act-Supplies (JUNE 2003)(41 U.S.C. 10a - 10d).

☐ (29)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (AUG 2007) (41U.S.C. 10a - 10d, 19U.S.C. 3301 note, 19U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (30) 52.225-5, Trade Agreements (NOV 2007)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (31) 52.225-13, Restriction on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42.U.S.C. 5150)

☐ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☒ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐ (38) 52.232-36, Payment by Third Party (MAY 1999)(31 U.S.C. 3332).

☐ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (FEB 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

☐ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

SECTION C – TERMS AND CONDITIONS

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those listed in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006)(38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employees Rights Concerning the Payment of Union Dues or Fees (DEC 2004)(E.O. 13201);

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (NOV 2007) (41U.S.C. 351, *et seq.*).

(x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

THE FOLLOWING CLAUSE IS ADDED AS AN ADDENDUM TO 52.212-4(a), CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS

C3 Addenda 52-212-4(a)-INSPECTION/ACCEPTANCE.

C3.1 After either ARA award or renewal, the COTR will schedule a date to inspect the Vendor's proposed aircraft, equipment and personnel to ensure compliance. The inspection will be conducted at the designated base, Vendor's facility or other location acceptable to the Government. Inspections shall be performed during normal government working hours at the Vendor's facility unless other arrangements have been made.

C3.2 The Vendor must provide information specific to the aircraft, equipment, and personnel being proposed for use at time of inspection during each year of the agreement when requested by the COTR.

C3.3 Approved aircraft, fuel servicing vehicles and pilots will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, or Interagency Pilot Qualification Card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR. Personnel qualification and equipment data approval documents are considered Government Property. An authorized DOI AM Inspector or the Contracting Officer may remove the approval document from an aircraft when he/she deems it as appropriate.

C3.3.1 The aircraft data card shall be kept in the aircraft and available for inspection at all times. The pilot qualification card is kept in the possession of the pilot and available for inspection at all times. The fuel service vehicle data card is kept in the fuel servicing vehicle and available for inspection at all times.

C3.3.2 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the agreement, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Vendor

SECTION C – TERMS AND CONDITIONS

may be charged for the cost of reinspection, in accordance with Section C3.7.

C3.4 Equipment

C3.4.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.4.2 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.5 Personnel

C3.5.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for use under this ARA. The Vendor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this agreement.

C3.5.1.1 When necessary, the COTR will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this ARA. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.5.1.2 The aircraft used for the flight evaluation(s) must be the same make, model and series awarded for this contract and be equipped with dual controls. At COTR discretion, the flight evaluation may be conducted in only one aircraft make, model, and series equipped with dual controls if multiple make, model and series of aircraft are awarded. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Vendor's expense.

C3.5.1.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot and may add, delete, or revise elements of the flight evaluation to determine competency. The Government will make the final determination as to the pilot's ability to successfully meet ARA requirements.

C3.5.1.4 For special use activities, a pilot flight performance evaluation shall be conducted when determined necessary by the government to verify the pilot's ability to perform under this agreement. The aircraft used for this evaluation flight

shall be the same make and model as offered for this agreement, be equipped with dual controls and be provided at the Vendor's expense.

C3.5.1.5 Co-pilot. When a co-pilot is requested for Service under this agreement, the co-pilot will be paid at the hourly rate set forth on the AMD-10/11 for actual flight time performed.

C3.5.2. (If applicable) Fuel servicing vehicle driver(s) may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

C3.6 Substitute Personnel, Aircraft, or Equipment

C3.6.1 The Vendor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. Requests received with for substitutions will be accomplished as permitted by the DOI AM inspector's schedule. The Government may charge the Vendor for the cost of any substitute inspections in accordance with Section C3.7

C3.6.2 The Vendor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.6.3 The Helicopter or Fixed Wing Flight Manager may require substitute pilots to obtain up to three hours each of training or orientation flight time at Vendor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

C3.7 Reinspection Expenses

C3.7.1 The Vendor may be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Vendor.

C3.7.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

C4 Aircraft Insurance

The Vendor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during performance under this ARA.

C5 Liability for Loss or Damage—Department of the Interior (1452.228-72 APR 1984)

(Applicable only with a Government Furnished Pilot)

SECTION C – TERMS AND CONDITIONS

(a) The Vendor shall indemnify and hold the Government harmless from any and all losses or damage to the aircraft furnished under this contract except as provided in (d) below. For the purpose of fulfilling his obligation under this clause, the Vendor shall procure and maintain during the term of this contract, and any extension thereof, hull insurance acceptable to the Contracting Officer. The Vendor's insurance coverage shall apply to pilots furnished by the Government who operate the aircraft. The Vendor may request a list of Government pilots by name and qualification who are potential pilots.

(b) Prior to the commencement of work hereunder, the Vendor shall furnish the Contracting Officer a copy of the insurance policy or policies or a certificate of insurance issued by the underwriter(s) showing that the coverage required by this clause has been obtained.

(c) Each policy or certificate evidencing the insurance shall contain an endorsement which provides that the insurance company will notify the Contracting Officer 30 days prior to the effective date of any cancellation or termination of any policy or certificate or any modification of a policy or certificate which adversely affects the interests of the Government in such insurance. The notice shall be sent by registered mail and shall identify this contract, the name and address of the Contracting Office, the policy, and the insured.

(d) If the aircraft is damaged or destroyed while in the custody and control of the Government, the Government will reimburse the Vendor for the deductible (if any) stipulated in the insurance coverage as follows:

(1) In-Motion Accidents - Up to 5% of the current insured value of the aircraft stated in the policy, or \$10,000, whichever is less.

(2) Not In-Motion Accidents - Up to \$250.00 per accident. Such reimbursement shall not be made, however, for loss or damage to the aircraft resulting from (1) normal wear and tear, (2) negligence or fault in maintenance of the aircraft by the Vendor, or (3) defect in construction of the aircraft or a component thereof.

(e) If damage to the aircraft is established to be the fault of the Government, rental payments to the Vendor during the repair period will be made as set forth elsewhere in the contract. The Government may, at its option, make necessary repairs or return the aircraft to the Vendor for repair. In the event the aircraft is lost, destroyed, or damaged so extensively as to be beyond repair, no rental payment will be made to the Vendor thereafter.

(f) Any failure to agree as to the responsibility of the Government or the Vendor under this clause shall, after a final finding and determination by the Contracting Officer, be considered a dispute within the meaning of the "Disputes" clause of this contract.

C6 Vendor Business Meeting.

A business meeting may be held with new vendors to discuss administrative procedures, safety expectations, and problem resolution processes. Attendance by the vendor's senior

management, administrative management, the requesting bureau and any interagency partners is recommended. The servicing U.S. DOI Aviation Management (DOI AM) representative will conduct the business meeting for all new agreements. The meeting is typically held at the Vendor's facility to coincide with approval and issuance of aircraft and pilot approval documents. This meeting is administrative in nature and is not intended for technical inspection purposes.

C7 Authority of Government Representatives

C7.1 Contracting Officer (CO). The CO is the appointed Government official with authority to enter into, administer and terminate this agreement. No one but the CO is authorized under any circumstances to:

C7.1.1 Award, agree to, or execute any agreement, agreement modification, or notice of intent.

C7.1.2 Obligate, in any way, the payment of money by the Government with the exception of orders placed under Section C15, Ordering Services.

C7.1.3 Negotiate or make changes to this agreement.

C7.1.4 Make a final decision on any agreement matter that is subject to the Disputes Clause of this agreement.

C7.1.5 Terminate, for any cause, the Vendor's right to proceed.

C7.2 Contracting Officer's Technical Representative (COTR). The COTR listed for each Regional Office is authorized to take any or all actions necessary to assure compliance with the technical portions of the agreement. The COTR will conduct all requested or required inspections. Aviation Management Regional COTR locations and addresses are as follows:

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS



West Regional Director
AM Western Region
University Plaza Suite 300
960 Broadway Avenue
Boise, Idaho 83706

Phone: 208-334-9310
Fax: 208-334-9303



East Regional Director
AM Eastern Region
3190 N.E. Expressway, Suite
Atlanta, GA 30341

Phone: 770-458-7474
Fax: 770-458-6677



Chief, Div. Tech. Services
Alaska Regional Office
4405 Lear Court
Anchorage, AK 99502-1032

Phone: 907-271-5043
Fax: 907-271-4788

C7.3 Flight Coordination Center (FCC). Each regional office above has Flight Coordination Center Specialist available to provide aviation management support to vendors and bureaus on issues regarding their agreement. The FCC Specialist has no acquisition authority and can not negotiate with the vendor or change any terms and conditions of this agreement, including price.

C7.4 The DOI – AM Aviation Safety Manager (ASM) is responsible for all matters concerning accident and incident with potential investigations.

Aviation Safety Manager – Mr. Bob Galloway
AM Headquarters
300 E. Mallard Drive, Suite 200
Boise, Idaho 83706-3991

Phone: 208-433-5070
Fax: 208-433-5069

C7.5 Helicopter Flight Manager/Fixed-wing Flight Manager. For purposes of this agreement, a Helicopter Flight Manager/Fixed Wing Flight Manager is the authorized Government representative responsible for the implementation of work to be done under individual orders. The Manager is assigned the duties identified below, but has no acquisition authority and cannot negotiate with the Contractor or change any terms and conditions of the contract, including price(s).

C7.6 Vendor's Representative. The pilot shall represent the Vendor in all matters except changes in price and time unless the CO is notified otherwise, in writing, prior to performance.

C8 Personnel Conduct

C8.1 Replacement of Vendor Personnel

C8.1.1 Vendor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The authorized Government Representative will make available a copy of such rules. The Vendor may be required to replace employees who do not comply with these rules of conduct.

C8.1.2 The Vendor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C8.1.3 The CO will notify the Vendor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Vendor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C8.2 Suspension of Pilot

C8.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C8.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C8.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C8.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C9 Safety and Accident Prevention

C9.1 The Vendor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance under this agreement, aircraft airworthiness or operations to the COTR.

C9.2 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and 49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C9.3 Following a mishap, the CO will evaluate whether the Vendor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Vendor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Vendor must fully cooperate with the CO during this evaluation.

C9.4 The Vendor must develop and maintain programs necessary to ensure safe practices during ground and flight operations. These programs are a material part of performance under this agreement as required by FAR 135.

C9.5 Examples of such programs are (1) personnel activities, (2) maintenance, (3) safety, and (4) compliance with regulations.

C10 MISHAPS

C10.1 Mishap Definitions

As used throughout this ARA, the following terms will have the meanings set forth below.

C10.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident.
Operator
Serious Injury
Substantial Damage

C10.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C10.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C10.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C10.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C10.1.6 **SafeCom.** An agency Aviation Safety Communiqué used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C10.2 Mishap Reporting

The Vendor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C10.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C10.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C10.3 Forms Submission

C10.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Vendor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

C10.3.2 The Vendor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Vendor's responsibility to submit a "SafeCom".

C10.4 Pilot Suspension

See Suspension of Pilot clause above.

C10.5. Preservation Requirements

C10.5.1 The Vendor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property is threatened, when the aircraft is blocking an airport runway, etc. The Vendor must immediately notify the CO when taking such actions.

C10.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C10.6 Mishap Investigations

C10.6.1 The Vendor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Vendor or Government personnel arising under this agreement.

C10.6.2 Following a mishap, the Vendor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Vendor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C10.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Vendor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C10.8 Rescue and Salvage Responsibilities

The Vendor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

C11 Federal Airport and Airway Excise Taxes

C11.1 Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this agreement.

C11.2. **Fuel Tax.** Fuel tax (Section 4041 of the IRS Code) is applicable, and this agreement may require Vendor-furnished fuel. The Vendor is responsible for paying the fuel tax and including such taxes in their bid price.

C11.3 **Transportation Tax.** When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable it is the Vendor's responsibility to 1) calculate the tax due (passenger and/or cargo or a combination thereof and; 2) claim the tax on the AMD-23 Flight Use Report and/or their invoice as a separate line item. The basis for the computation of the tax shall be included to support the amount claimed. If transportation taxes are paid, then the tax on fuel does not apply. When Transportation Taxes are charged, the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C11.4 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel. However, when the services provided are subject to the Transportation Tax, the tax on fuel shall not apply, and a credit for fuel taxes must be provided.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Vendor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

operations, when the flight is conducted with only the Vendor's employees aboard.

C11.5 Domestic Segment Tax - Domestic Segment Tax may apply to services provided under this contract if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year.

C11.5.1 Rural airports (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at:
<http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

C12 Vendor Responsibility

12.1 At Vendor's expense, the Vendor must:

C12.1 Obtain all required licenses and permits.

C12.1.2 Comply with any applicable Federal, State, Municipal, and Indian Tribal laws, codes, regulations, and ordinances.

C12.1.3 Take precautions necessary to protect property and persons including third parties against injury or damage and be responsible for any such injury or damage that occurs as a result of his fault or negligence; (the term "third parties" is construed to include employees of the Government).

C12.2 Notify the Contracting Officer in advance when the circumstances of a particular project justify more favorable terms such as price, guarantee, standby, etc. The Helicopter or Fixed Wing Flight Manager is not authorized to make any changes to this agreement or to negotiate with the Vendor.

C12.3 Notify the Contracting Officer of any administrative/business changes that occur such as change of name, sale of company, or changes that are different than original bid documents submitted to the Contracting Officer.

C12.4 Notify the COTR of any aviation equipment or personnel changes that are different than what is approved and on file with the COTR.

C13 Reserved

ADMINISTRATIVE TERMS AND CONDITIONS

C14 Agreement Periods

BLANKET PURCHASE AGREEMENT PERIOD. The agreement period for each vendor under this Blanket Purchase Agreement period shall be from date of award by the Contracting Officer, using the *Standard Form 1449 Solicitation/Contract Order for Commercial Items (SF 1449)*, until superseded by a new agreement or terminated by either party in writing. Vendor must complete either an AMD-10 Airplane Agreement Pricing Form or an AMD-11 Helicopter Agreement Pricing Form (AMD-10/11) when submitting a SF 1449 for ARA award. Each agreement will be reviewed yearly on the anniversary of the Master BPA renewal by the Government to determine if a continuing need exists and to ensure vendor information is current. Master modifications for renewal may be issued to each ARA vendor for their signature and return to the Contracting Officer. These modifications will be incorporated into each vendors ARA agreement. Upon receipt of a Master renewal modification, vendors will be authorized to submit updated AMD-10/11s, which must contain the vendors authorized signature. Once the CO approves the AMD-10/11, a copy will be sent to the vendor. Approved AMD-10s/11s will be valid for a minimum of one year from CO approved signature date, unless authorized by the CO .

C15 Ordering Service. The Government does not guarantee the placement of any orders for service under this BPA and the Vendor is not obligated to accept any orders. The Government is obligated only to the extent of authorized purchases actually made under the BPA. However, once the Vendor accepts an order from a DOI-AM Flight Coordination Center (FCC), Government representative, or the Contracting Officer, the vendor is obligated to perform in accordance with the terms and conditions stated herein.

C15.1 Price is a mandatory consideration when placing orders for service, but price can be balanced when considering other factors such as response time, past performance, aircraft capability and experience.

C15.2 The vendor shall provide the approved aviation services upon acceptance of the order. The ordered period of service is from the time services begin (i.e. aircraft departs base) until released by the Government and will include required ferry to and from the site of work.

C15.3 Orders placed against this agreement shall not exceed \$25,000 per ordered project, unless ordered by the Contracting Officer.

C15.4 Services ordered under this agreement are subject to termination by either party upon 24-hour notice, prior to commencement of work, unless a longer period is agreed upon in writing.

C15.5 Aircraft furnished shall be subject to the exclusive use and control of the Government throughout the ordered period of use. The date and time of hire and time of release shall be

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

recorded on the AMD-23.

C16 Availability Requirements

C16.1 During the period of hire and any extension, the vendor must be in compliance with all applicable ARA requirements and supplements. Vendor shall be available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled use period, or as permitted elsewhere in the ARA.

C16.2 Guarantee. The vendor may accrue a minimum flight hour guarantee at the approved flight hour rate when aircraft and crew are considered available and flight hours earned is less than the Guarantee (See Section A).

C16.3 Extended Standby. Extended Standby is intended to provide the vendor compensation for employee time when ordered services are provided in excess of the first **nine** hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the vendor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C16.4 Standby. (Applicable for Point-to-Point Fixed-wing airplane missions under 24 hours) Personnel must be on standby as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government contacts the Vendor's representative.

C16.5. Release From Duty. Vendor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the authorized Government representative has approved in advance release of the Vendor's personnel.

C16.6 Unavailability. Services will be recorded and considered as unavailable whenever the vendor fails to comply with the availability requirements specified herein pursuant to the operation schedules agreed upon by the vendor and Government. Services will continue as unavailable until the failure is corrected and the vendor has notified the on-site Government project contact that services are once again available.

C17 Maintenance During Availability Period

C17.1 The Helicopter Flight Manager/Fixed Wing Flight Manager may approve vendor requests to remove the aircraft

from service to permit the Vendor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The Helicopter Flight Manager/Fixed Wing Flight Manager may require the vendor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C17.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Vendor: (1) Obtains the schedule of operations from the Helicopter Flight Manager/Fixed Wing Flight Manager, (2) returns the aircraft to service before the beginning of the next availability period, and (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities only.

MEASUREMENT AND PAYMENT

C18 Measurement of Daily Availability for Payment.

C18.1. Helicopter Measurement of Flight Time. Flight time will be measured from lift-off to touchdown in hours and tenths. Flight time will be measured by means of an approved electrical time recorder, as required in Section B.

C.18.2 Fixed-wing Airplane Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C19 Payment for Flight Time. The Government will pay for all flights ordered by the CO or the designated representative and flown by the Vendor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours under this agreement.

C19.1 Mobilization/Demobilization. The Government will pay for all mobilization and demobilization by the vendor once order is placed and vendor accepts the order. The Vendor will be paid from the vendors Base of Operations as specified on their AMD-10/11 or the location of the aircraft at the time of hire, whichever is in the best interest of the Government.

C19.2 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection will be at the expense of the vendor and will not be measured for payment.

C19.3 Flights for Vendor's Benefit. The Government will not pay for flights benefiting the vendor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, non-Government flights and flights solely for transporting vendor's personnel.

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

C19.4 Payment of Flight Time (See Additional Pay Items in Section A)

C19.4.1 Payment of Guarantee Averaged over Period of Hire. When the vendor is required to remain overnight away from the Vendor's base operations identified in Section A, the Government will pay the vendor a flight hour guarantee when documented on the invoice for payment and the AMD-23, Aircraft Use Report. Payment will be made, by individual project, for the greater of (1) actual flight time including ferry time to and from the project location, or (2) a total guarantee determined by multiplying the number of days of ordered service by the guarantee of flight per day. Guarantee will not accrue after the aircraft is released, even though the aircraft may not depart the work site immediately after release.

C19.4.2 (Helicopters) A minimum guarantee will also apply when the aircraft is required to be available for the Government's exclusive use for four (4) or more hours during a day. Guarantee will be paid at the rates indicated in Section A5.

C19.4.3 Project services beginning on or after 1200 hours (noon) on the first day and/or services terminating before 1200 hours (noon) on the last day will be measured as one-half day for purposes of calculating the guarantee. Project services beginning before 1200 hours (noon) on the first day and/or services terminating on or after 1200 hours (noon) on the last day will be measured as one day for purposes of calculating the guarantee. The guarantee will not accrue after the aircraft has been released.

C19.4.4 Whenever service is unavailable, the minimum guarantee as specified above will be reduced by the length of time service is unavailable not to exceed the Guarantee.

C19.4.5 Unflown guaranteed flight hours due will be billed upon **conclusion** of the project. A one-line entry should be included on the invoice and/or AMD-23, showing the flight time due with GT used as the Pay Item Code. Payment for the guarantee due will be made at the flight rate specified in Section A.

C19.4.6 When the aircraft and crewmembers have arrived at the assigned project location and the fuel-servicing vehicle is enroute, the aircraft and crewmembers may be considered to be available for payment purposes.

C19.4.7 Extended Standby. Extended standby shall be measured and recorded in hours, rounded up to the next whole hour not to exceed each crew member's duty limitations specified under Section B when ordered services are provided in excess of the first nine (9) hours of service each day. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs,

payment for extended standby will be made only for full hours of service provided.

C19.4.7.1 The minimum fuel service vehicle requirements of this solicitation can be satisfied by use of a light truck driver. Adjustments to the fuel servicing vehicle driver extended standby rate established in Section A will be made only as it relates to the light truck driver employee classification. Changes to other truck driver classifications utilized at the election of the Vendor will not result in adjustments to the extended standby rate.

C19.5 Fixed-wing Airplane Standby. (Applicable for Point-to-Point Missions under 24 hours). The Government will pay for standby time when properly invoiced and reported on Form AMD-23, at the agreed rates stipulated on the AMD-10 Airplane Rental Agreement Price Sheet. If the pilot is held away from the Vendor's base of operations or standby is specifically ordered at the base of operations, standby time will be computed subject to the following:

C19.5.1 Standby will be earned when the pilot is held in a ready standby status, and is not required to remain away from base of operations overnight (i.e., at the airport ready to takeoff).

C19.5.2 The Vendor may offer more favorable standby terms (e.g., free standby equal to hours flown) either as part of the agreement on the AMD-10, or in advance with Contracting Officer approval on a case-by-case basis.

C19.5.3 Standby will not be earned for stops involving passenger exchange, cargo loading/unloading, fuel stops, lunch breaks, or acts of God, such as weather, which prevent continuation of the flight.

C19.5.4 When prolonged standby is anticipated, the government traveler may release the Vendor, upon the Vendor's request, to utilize the aircraft for their own purposes, provided the Vendor returns the aircraft one hour in advance of the departure time specified by the Government traveler. No standby charge shall accrue if this option is chosen, and no ferry time will be earned while the Vendor is operating the aircraft for their own purposes.

C20 Relief Crew Reimbursement When Operating Away From the Vendor's Base of Operation.

C20.1 A relief crew is not required. However, if requested by the Government and furnished by the Vendor, relief crewmember's reasonable cost of transportation to the work site will be paid by the Government.

C20.2 Costs are limited to the actual expense involved in transporting crewmembers, i.e. airline tickets, subsistence, car rentals, privately operated vehicles (POV) at the current

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

Government mileage rate. (See <http://www.gsa.gov> for current rate).

C20.3 If transportation is provided by Vendor resources, the Vendor shall use a company invoice for the resource used, (i.e. charter airplane, C172 at \$105.00 per hour for 2 hours = \$210.00 due). Unless authorized in advance by the CO and the Helicopter or Fixed Wing Flight Manager, the expense for Vendor resources shall not exceed reasonable costs by common carrier.

C20.4 Claims for relief crew transportation expenses shall be supported by itemized invoices. The invoice shall include date and location of the relief exchange and the itemized costs of relief transportation.

C21 Fuel Supply Expense. The Vendor is responsible for the cost of all fuel required to perform under this agreement, unless dry rate (Government provides fuel) is requested by the Contracting Officer or designated representative at time of ordering. The Government will not pay for fuel servicing vehicle mileage between designated bases.

C21.1 The Contractor will be paid the rate per mile specified in Section A based upon the vehicle's fuel capacity when it is dispatched to provide support to the aircraft away from the Contractor's operating base/location. The maximum amount the vendor will be compensated for fuel based upon vehicles fuel capacity will be at the 750 gallon and higher rate. It is not anticipated that larger fuel capacity will be required under this agreement.

Note: The Contractor's invoice for payment and AMD-23 form should specifically note the fuel vehicle's fuel capacity. If not provided, fuel vehicle mileage will be paid at the rate of \$.95 per mile.

C21.2 The vendor will be paid for local travel to and from the helibase/airport to the lodging facilities using the Fuel Service Vehicle at the rates stipulated in Section A up to a maximum of \$75 per day or roundtrip. When in excess of \$75.00, costs shall be supported by a paid itemized invoice submitted with the AMD-23 and approved by the Government designated representative for that project. POVs used for local transportation to and from lodging facilities will be paid at the Government mileage rate up to \$75 per day. (See <http://www.gsa.gov> for current Government rate).

C21.3 If Government furnished fuel is provided, payments to the Vendor will be reduced by computing the gallons provided times the fuel rate provided on the AMD-10/11.

C22 Additional Pay Items (See Section A)

The Contractor should invoice for additional pay items as addressed herein. Each must be documented on the invoice for

payment and be supported by invoice(s) and/or documents, as required below. The Government will not pay variable pay items submitted with incomplete or missing supporting documentation. *Such invoices will be returned to the Contractor for resubmission with adequate support documents.*

C22.1 Subsistence Allowance. A subsistence allowance (lodging and meals) may be claimed for each authorized crew member for each overnight stay, including mandatory days off, when assigned to a base away from the designated base.

C22.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the vendor will be paid an overnight allowance equal to the standard Federal Travel Regulation (FTR) rate (or high rate, if applicable). The vendor may claim overnight expenses using either of the two following methods:

C22.1.1.1 Payment of the Standard or High Rate, if applicable) lodging and M&IE rate EXCLUDING lodging tax (does not require lodging receipts to be submitted with the invoice) or;

C22.1.1.1.2 Payment of actual lodging amount and M&IE rate not to exceed that authorized in accordance with the FTR plus lodging tax. An itemized lodging invoice detailing lodging cost and tax must be submitted with the invoice.

(a) The lodging and payment invoices must clearly show the county or city where the overnight stay occurred. High rate claims for subsistence that do not include this information will be reduced to the standard rate.

C22.1.2 If the vendor does not use Government provided meals and/or lodging, the Government will not pay for Vendor costs incurred for travel to alternate meal or lodging locations.

C22.1.3 Unless the Government makes three meals available to the vendor's employees, the appropriate total rate for meals and incidental expenses will be paid.

C22.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Vendor will be paid at current FTR rates for the portion that is Vendor provided. Lodging will be handled as stated above.

For current FTR per diem rates see Internet site <http://www.gsa.gov> and select - Per Diem Rates- Domestic. For current FTR per diem rates for Alaska, go to: <http://perdiem.hqda.pentagon.mil/perdiem>.

C22.2 Seat Fares. The Vendor may offer seat fares (fixed price tariff) under the Aircraft Rental Agreement when approved by the Contracting Officer as part of proposal of costs. When seat fares are used as the form of compensation, the flight

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

shall not be subject to the exclusive use and control of the Government and/or its traveler. However, the aircraft used must have a current approved Aircraft Data Card and the pilot must be in possession of a current DOI AM pilot card.

C22.2.1 Seat fares on flights with a scheduled air carrier means that the certificate holder has offered in advance the departure location, departure time, and arrival location.

C22.2.2 Seat fares shall be those rates, which have been submitted in advance by the Vendor and accepted by the Contracting Officer. The Vendor may revise its seat fares by notifying the Contracting Officer in writing. Seat fares shall be paid at the current approved rate on file for the date on which the trip was taken.

C22.2.3 The seat fare will be reported on an AMD-23, supported by a ticket receipt, itemizing the seat fare price and the transportation tax. The DOI traveler shall be responsible for the completion of the AMD-23 at the time the trip is taken.

C23 Miscellaneous Vendor Costs.

Miscellaneous unforeseeable costs that cannot be recovered through the ARA payment rates and that are the direct result of ordered services away from the designated base will be paid by the Government at actual costs, when authorized in advance by the authorized bureau representative. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry. The vendor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C23.1 Aircraft Landing Fees. The Vendor is required to pay all aircraft landing fees while operating under this contract. The vendor must support any cost exceeding \$75.00 with an itemized, paid invoice when submitting their invoice/AMD-23 for payment. The Government will reimburse vendor based upon receipt of actual paid invoices.

C24 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Vendor.

BILLING AND REPORTING REQUIREMENTS

C25 Billing Office

The payment office shown in Block 18a, SF 1449 is the designated Billing Office for submission of vendor invoices and/or AMD-23s, unless otherwise directed by the Contracting Officer in writing. It is the responsibility of the vendor to submit invoices to their designated Billing Address.

U.S. Department of the Interior
NBC, Aviation Management Accounting Branch
300 E. Mallard Drive, Suite 200

Boise, ID 83706-3991

C26 Invoice Submissions

The Vendor may submit invoices not less than every two weeks beginning from the first day services begin or upon conclusion of a project. Services provided shall be shown on a daily basis. The vendor may use the completed and signed Aircraft Use Reports as their invoice.

C27 Aircraft Use Report, AMD-23 Form.

C27.1 The vendor, or vendor's representative, and the Government must complete and sign an Aircraft Use Report Form, AMD-23. Instructions for proper completion of the Aircraft Use Report are contained in the AMD-23 Aircraft Use Report booklet. The vendor may use the completed and signed Aircraft Use Reports as their invoice.

C27.2 It is the Vendor's responsibility to compute and submit a one-line item entry for Guarantee earned (averaged over Period of Hire) on the final AMD-23 Form for that project. Vendor needs to ensure the time of hire and the release date are shown on the final AMD-23 Form for that project.

C27.3 For agreements without pilot, the Government pilot will record use data on the AMD-23 Form(s) and submit to the Vendor. The completed forms will be sent to the designated billing office for payment by the vendor.

C28 EXHIBITS

The following exhibits are enclosed and made part of this solicitation:

Section B

- Unacceptable Lap Belt and Shoulder Harness Conditions
- Acceptable Paint Schemes
- First Aid Kit and Survival Kit
- Helicopter Long line Equipment Requirements and Helicopter Synthetic Long line Requirements
- Helicopter Hourly Flight Rates, Fuel Consumption and Weight Reduction Chart
- Interagency Load Calculation Form
- Water Bucket Use Procedures

Section C

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Transportation Worksheet

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none">1. Frayed: 5 percent or more2. Torn3. Crushed4. Swelling: twice the thickness of original web or if difficult to operate through hardware5. Creased: no structural damage allowed6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	<ol style="list-style-type: none">1. Inoperable buckle or other hardware2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged3. Fabricated bushings or tie wraps used as bushings4. Rust/corrosion: only minor surface rust/corrosion allowed5. Wear: wear beyond normal use
Stitches	<ol style="list-style-type: none">1. Broken or missing2. Severe fading or discoloring3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none">1. Missing2. Illegible
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

ACCEPTABLE PAINT SCHEMES

1. Starting at the blade tip, paint the first 1/6 of the blade length with gloss white. Paint the second 1/6 of the blade length with yellow or orange. Paint the third 1/6 of the blade length with gloss white. Paint the next 1/3 of the blade length with yellow or orange. Paint the remaining 1/6 of the blade length with gloss white.

W	Y	W	Y	W	HUB	W	Y	W	Y	W
1/6	1/6	1/6	1/3	1/6		1/6	1/3	1/6	1/6	1/6

2. One black and one white blade (two-bladed rotor systems).
3. Paint schemes previously approved under a U.S. Forest Service or Department of the Interior, NBC, Aviation Management contract.
4. High visibility paint schemes and color variations specified by manufacturer in a service bulletin, instruction, or other manufacturer-published document or text.

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are required for flight activities conducted in Canada and Alaska.

Minimum First Aid Kit Items

Each kit must be in a dust-proof and moisture-proof container.

The kit must be readily accessible to the pilot and passengers.

	Passenger Seats 0-9	Passenger Seats 10-50
Item		
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
2 pair latex gloves		
1 face shield		
1 mouth-to-mouth barrier		
1 protective gown		
2 antiseptic towelettes		
1 biohazard disposable bag		

NOTE: Splints are recommended if space permits.

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

Minimum Aircraft Survival Kit Items

Knife
Signal mirror
Signal flares (six each)
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant: not required when operating over areas with adequate drinking water)
Food (two days' emergency rations per occupant)
Candles
Water purification tablets
Collapsible water bag
Whistle
Magnesium fire starter
Nylon rope or parachute cord (50 feet)

Minimum Aircraft Survival Kit Items For Alaska

Knife
Signal mirror
Signal flares (six each)
Matches (two small boxes in waterproof containers)
Space blanket (one per occupant)
Water (one quart per occupant [not required when operating over areas with adequate drinking water])
Food (two weeks emergency rations per occupant)
Candles
Water purification tablet
Collapsible water bag
Whistle
Magnesium fire starter
Nylon rope or parachute cord (50 feet)
Axe or hatchet
A pistol, revolver, shotgun, or rifle, and ammunition
Mosquito headnet for each occupant and insect repellent
Small gill net and an assortment of tackle
In addition to the above, the following must be carried as minimum equipment from October 15 to April 1 of each year:
Pair of snowshoes
Sleeping bag
Wool blankets for all passengers over 4 years old

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

HELICOPTER LONG LINE/REMOTE CARGO HOOK EQUIPMENT REQUIREMENTS

One remote cargo hook with related cabling and release system, complying with the following specifications:

Electrically activated remote cargo hook that may be loaded and locked in a single motion with one hand and that is rated at the maximum lifting capacity of the aircraft.

The remote hook must be protected by a metal ring or cage that does not interfere with the use or function of the hook.

Counterwound or rotation resistant wire rope with swaged fittings having a minimum breaking strength of 3.75 times the working load with appropriate placards and/or synthetic rope meeting the requirements of the Helicopter Synthetic Long Line Requirements.

To 150 feet in 50-foot increments.

Electrical cables must be protected from pinching by hooks or shackles and from damage caused by stretching of the line. The electrical wire must be long enough at the aircraft cargo hook end to prevent a swinging load from unplugging the electrical connector.

All fabrication and installation methods must comply with 14 CFR Part 133 and AC 43.13-1B.

Remote hook operating switch must be mounted on the collective control to avoid confusion with the helicopter cargo hook release.

HELICOPTER SYNTHETIC LONG LINE REQUIREMENTS

1. Material Type

Helicopter synthetic longlines shall be constructed from the HMWPE or HMPE (High Molecular Weight Polyethylene) family of rope fibers including brand names such as Spectra by Allied Signal or fibers with similar properties. Spectra has very high strength, high flex fatigue life, very low stretch (less than 1 percent elongation at 30 percent of break strength), excellent chemical resistance, and less than 1 percent water absorption. Another high strength, high performance rope fiber is Vectran produced by Hoechst-Celanese. Rope brand names made from these types of fibers include Plasma 12, Spectron II, and Spectron 12 or AmSteel. Ropes from these fibers are usually twelve-strand or double-braid construction.

2. Rope Diameter: Minimum rope diameter shall be ½-inch.

3. Working or Rated Load

The working or rated load of a rope is the maximum static load that will be lifted by the rope. Working loads are based on a percentage of the approximate breaking or ultimate strength of the rope when new and unused. The working load shall be appropriate to the lifting capability of the helicopter. For reference, lifting capability for each category of helicopter is as follows:

Type 1:	8,000 lb to 30,000 lb or greater
Type 2:	1,600 lb to 4,500 lb
Type 3:	750 lb to 1,600 lb

4. Factor of Safety

A factor of safety of 7 shall be used for helicopter synthetic longlines. Therefore, all ropes shall have an ultimate strength (minimum breaking strength) of seven times the rated or working load. For example, if a Type II helicopter line will have a working load of 4,500 pounds, the rope must have a minimum breaking strength when new of at least 31,500 pounds. Rope diameters will vary depending on strength and type of rope.

5. Knots and Splices

No knots are permitted in the synthetic longline. Knots can decrease rope strength by as much as 50 percent. Splices may be used in the assembly of the longline, but no mid-line splicing repairs may be done. Resplicing at the end of the line is permitted only if the rope is in good condition and the new splice is done per the manufacturer's recommended splicing practices. Splices should always follow the manufacturer-recommended splicing practices.

6. Protective Coatings and Covers

Rope manufacturers offer protective coatings such as aromatic urethane coatings, which help with abrasion resistance and provide some UV protection. The coating appears as a dye on the rope and does not change the rope dimension. Heavy plastic coatings are not recommended because the inside of the rope cannot be inspected. Some companies also sell "sleeve" covers that attach with Velcro. These are easily removable for rope inspection and provide the greatest UV and debris protection. It is recommended but not required that synthetic longlines have the UV coating and/or the removable covers to help protect the lines. Consult rope manufacturers for acceptable coating methods.

Vendor must comply with Manufacturer's recommended maintenance and inspection procedures.

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

HELICOPTER FUEL CONSUMPTION AND WEIGHT REDUCTION CHART

COMPANY	AIRCRAFT TYPE	FUEL CONSUMPTION (gal/hr)	LOAD CALCULATION Weight Reduction (lbs)
AGUSTA	A-119KOALA	55	230
AEROSPATIALE	SA-315B (Lama)	58	180
	SA-316B (Alloutte)	58	170
	SA-318C	45	80
	SA-319B	45	150
	SA-332L-1	160	N/A
	SA-341G	45	170
	AS-330J	179	N/A
	AS-350B/350BA	45	130
	AS-350B-1	46	160
	AS-350B-2	48	160
	AS-350B-3	50	175
	AS-350D	38	130
	AS-355F-1/355F-2	58	140
	AS-365N-1	87	275
	EC-120	31	NOT ESTABLISHED
	EC-135	64	220
BELL:	47/SOLOY	23	120
	204B (UH-1 Series)	86	200
	204 Super B	90	200
	205A-1	88	260
	205A-1++	90	260
	UH-1B	86	N/A
	UH-1F	88	N/A
	TH-1L	88	N/A
	UH-1H	88	N/A
	206B-II	25	100
	206B-III	27	130
	206L-1	32	150
	206L-3	38	180
	206L-4	38	180
	210	90	NOT ESTABLISHED
	212	100	390
	214B	160	380
	214B1	145	NOT ESTABLISHED
	214ST	133	420
	222A	70	NOT ESTABLISHED
	222B	83	NOT ESTABLISHED
	222UT	83	NOT ESTABLISHED
	407	45	155
	412	110	390
	412HP	110	390
BOEING:	BV-107	180	N/A
	BV-234	405	N/A
HILLER:	*SL-3/4	21	90
	H-1100B	22	130
	UH-12/SOLO	23	100
KAMEN:	H43-F	85	N/A
	K-MAX	85	N/A
MBB:	BO105CBS	55	180
	BK-117	77	160
McDONNELL-	500C	23	110
DOUGLAS:	500D/E	28	120
	520N	32	100
	530F	34	120
	600N	41	155
	900/902	69	210
SIKORSKY:	S-55T	47	170
	S-58D/E	83	N/A
	S-58T/PT6T-3	115	400
	S-58T/PT6T-6	115	460
	CH 53D	425	N/A
	CH 54/S 64	525	N/A
	S-61N	170	N/A
	S-62A	70	300
	S-70	160	N/A

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM

INTERAGENCY HELICOPTER LOAD CALCULATION AMD-67/FS 5700 (10/06)		MODEL	
		N#	
PILOT(S)		DATE	
MISSION		TIME	
1 DEPARTURE		PA	OAT
2 DESTINATION		PA	OAT
3 HELICOPTER EQUIPPED WEIGHT			
4 FLIGHT CREW WEIGHT			
5 FUEL WT (_____ gallons X _____ lb per gal)			
6 OPERATING WEIGHT (3 + 4 + 5)			
	Non-Jettisonable		Jettisonable
	HIGE	HOGE	HOGE-J
7a PERFORMANCE REF (List page/chart from FM)			
7b COMP GROSS WT (FM performance section)			
8 WT REDUCTION (Req for all non-jettisonable)			
9 ADJUSTED WEIGHT (7b minus 8)			
10 GROSS WT LIMIT (FM limitations section)			
11 SELECTED WEIGHT (Lowest of 9 or 10)			
12 OPERATING WEIGHT (From line 6)			
13 ALLOWABLE PAYLOAD (11 minus 12)			
14 PASSENGERS/CARGO MANIFEST			
15 ACTUAL PAYLOAD (Total of all weights listed in Item 14) Line 15 must not exceed line 13 for the intended mission.			
PILOT SIGNATURE			
MGR SIGNATURE		Hazmat Yes ____ No ____	

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

STANDARD INTERAGENCY LOAD CALCULATION METHOD AND FORM (CONT.)

Interagency Helicopter Load Calculation Instructions

A load calculation must be completed for all flights. A new calculation is required when operating conditions change ($\pm 1,000'$ in elevation or $\pm 5^\circ\text{C}$ in temperature) or when the helicopter operating weight changes (such as changes to the equipped weight, changes in flight crew weight, or a change in fuel load).

All blocks must be completed. Pilot must complete all header information and items 1-13. Helicopter manager completes items 14 and 15.

1. Departure. Name of departure location and current pressure altitude (PA, read altimeter when set to 29.92) and outside air temperature (OAT, in Celsius) at departure location.

2. Destination. Name of destination location and PA and OAT at destination. If destination conditions are unknown, use MSL elevation from a map and standard lapse rate of $2^\circ\text{C}/1,000'$ to estimate OAT.

Check the box in line 1 (departure) or line 2 (destination) to indicate the most restrictive values used to obtain computed gross weight in line 7b.

3. Helicopter equipped weight. Equipped weight equals the empty weight (as listed in the weight and balance data) plus the weight of lubricants and onboard equipment required by contract (i.e., survival kit, rappel bracket).

4. Flight crew weight. Weight of the pilot and any other assigned flight crewmembers on board (i.e., copilot, flight engineer, navigator) plus the weight of their personal gear.

5. Fuel weight. Number of gallons on board **X** the weight per gallon (**jet fuel = 7.0 lb/gal**; **AvGas = 6.0 lb/gal**).

6. Operating weight. Add items 3, 4 and 5.

7a. Performance references. List the specific flight manual supplement and **hover performance** charts used to derive computed gross weight for line 7b. Separate charts may be required to derive HIGE, HOGE, and HOGE-J. **HIGE:** Use hover-in-ground-effect, external/cargo hook chart (if available). **HOGE and HOGE-J:** Use hover-out-ground-effect charts for all HOGE operations.

7b. Computed gross weight Compute gross weights for HIGE, HOGE, and HOGE-J from appropriate flight manual **hover performance** charts using the pressure altitude (PA) and temperature (OAT) from the most restrictive location, either departure or destination. Check the box in line 1 (departure) or line 2 (destination) to indicate which values were used to obtain computed gross weight.

8. Weight reduction. The Government weight reduction is required for all "non-jettisonable" loads. The weight reduction is optional (mutual agreement between pilot and

helicopter manager) when carrying jettisonable loads (HOGE-J) where the pilot has total jettison control. The appropriate weight reduction value, for make and model, can be found in the current helicopter procurement document (contract).

9. Adjusted weight. Line 7b minus line 8.

10. Gross weight limitation. Enter applicable gross weight limit from **limitations section** of the basic flight manual or the appropriate flight manual supplement. This may be maximum gross weight limit for takeoff and landing, a weight/altitude/temperature (WAT) limitation or a maximum gross weight limit for external load (jettisonable). Limitations may vary for HIGE, HOGE, and HOGE-J.

11. Selected weight. The lowest weight, either line 9 or 10, will be entered for all loads. Applicable limitations in the flight manual must not be exceeded.

12. Operating weight. Use the value entered in line 6.

13. Allowable payload. Line 11 minus line 12. The maximum allowable weight (passengers and/or cargo) that can be carried for the mission. Allowable payload may differ for HIGE, HOGE, and HOGE-J.

14. Passengers and/or cargo. Enter passenger names and weights and/or type and weights of cargo to be transported. Include mission accessories, tools, gear, baggage, etc. A separate manifest may be used.

15. Actual payload. Total of all weights listed in item 14. Actual payload must not exceed allowable payload for the intended mission profile; i.e., HIGE, HOGE, or HOGE-J.

Both pilot and helicopter manager must review and sign the form. Check if hazmat is being transported. Manager must inform the pilot of type, quantity, and location of hazmat on board.

SECTION C - AIRCRAFT RENTAL TERMS AND CONDITIONS

WATER BUCKET USE PROCEDURES

1. Determine allowable payload using the Interagency Load Calculation method, appropriate hover-out-of-ground effect (HOGE) helicopter performance charts, and current local temperature and pressure altitude (no partial dips for performance planning purposes will be authorized).
2. Adjust the bucket capacity at the beginning of the fuel cycle so that the actual payload does not exceed the allowable payload when the bucket is filled to the maximum adjusted capacity.
3. Use 8.3 pounds per gallon of water. If mixed fire retardant is being delivered by bucket, use the appropriate weight per gallon for that mixture. The weight of the empty bucket and any associated suspension hardware (lines, cables, connectors, etc.) must also be included in calculating the actual payload. Document the calculation of the actual bucket payload on the load calculation form or separate load manifest.
4. Helicopters may be exempt from Item 2 above if they are equipped with electronic hook load measuring systems that provide a cockpit readout of the actual external load and provide a bucket equipped with a gating system, which allows part of the load to be released while retaining the remainder of the load.
5. Fly at a speed that does not exceed 80 knots indicated or the airspeed limitation established by the rotorcraft flight manual, whichever is less.
6. Mark the capacity of each position or adjustment level on the bucket. Collapsible buckets with cinch straps should only be adjusted to the marked graduations (as an example, 90%, 80%, 70%, 60%). Attempts to establish intermediate graduations or capacities below the manufacturer's minimum graduation (by tying knots, etc.) are prohibited.

SECTION C – CONTRACT TERMS AND CONDITIONS

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

THIS IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE
SOLICITATION BY THE SERVICE CONTRACT ACT

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

(See following page)

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

- | <u>A. EMPLOYEE CLASS</u> | <u>MONETARY WAGE</u> |
|--------------------------|----------------------|
| Aircraft Pilot, GS-11 | \$ 25.34 |
- B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.
- C. Paid holidays are:
- | | |
|---------------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |
- D. The amount of paid vacation time allowed is as follows:
1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
 2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
 3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.
- E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

DOL WAGE DETERMINATION NO. 1995-0222, REV. 23 DATED 2/6/08

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$23.62

DOL WAGE DETERMINATION NO. 1995-0221, REV. 18 DATED 06/20/07

Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin

Applicable Occupation: Truckdriver, Light * Minimum Hourly Wage: \$12.04
Truckdriver, Medium ** Minimum Hourly Wage: \$16.08
Truckdriver, Heavy *** Minimum Hourly Wage: \$16.81

Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Occupation: Truckdriver, Light * Minimum Hourly Wage: \$12.79
Truckdriver, Medium ** Minimum Hourly Wage: \$16.49
Truckdriver, Heavy *** Minimum Hourly Wage: \$17.21

Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Occupation: Truckdriver, Light * Minimum Hourly Wage: \$8.18
Truckdriver, Medium ** Minimum Hourly Wage: \$14.64
Truckdriver, Heavy *** Minimum Hourly Wage: \$15.23

Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

Occupation: Truckdriver, Light * Minimum Hourly Wage: \$9.54
Truckdriver, Medium ** Minimum Hourly Wage: \$15.14
Truckdriver, Heavy *** Minimum Hourly Wage: \$16.14

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- *Straight truck, under 1 ½ tons, usually 4 wheels
- **Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- ***Straight truck, over 4 tons, usually 10 wheels

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 23 and WD 1995-0221 Rev. 18

1. Health & Welfare: \$3.16 per hour or \$126.40 per week or \$547.73 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 23

3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

SECTION C – CONTRACT TERMS AND CONDITIONS

WD 1995-0221 Rev. 18

3. Vacation:

2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

TRANSPORTATION WORKSHEET

<p>When assigned to an alternate base, the Contractor will be paid for actual necessary and reasonable costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) onnel to the alternate base prior to the exchange. <u>Claims must be supported by itemized invoices.</u></p> <p>See contract clause “Transportation Costs Associated with Operating Away From the Contractor’s Operating Base” for detailed information</p>					
<u>DATE</u>		<u>ALTERNATE BASE LOCATION</u>			
<p>Relief Exchange – Involved Crew Member(s)</p> <p><input type="checkbox"/> Relief Pilot</p> <p>Name _____</p>					
<p><u>Scheduled Maintenance</u></p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><input type="checkbox"/> Mechanic</p> <p>Name _____</p> <p>Maintenance Accomplished _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Other; _____</p> <p>Name _____</p> <p>Reason for providing additional maintenance support personnel _____</p> </div> </div>					
<p>ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)</p>					
Airline Transportation	Name _____			\$ _____	
Airline Transportation	Name _____			\$ _____	
Charter Aircraft	Invoice must include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time			\$ _____	
Rental Car				\$ _____	
Rental Car Fuel				\$ _____	
POV	Total Mileage	Rate	From	To	\$ _____
Other (explain) _____					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
<u>Total ACTUAL Cost</u>					\$ _____
<p>Yes, the Government field representative was notified of the anticipated cost for this transportation expense as detailed above</p> <p>Contractor Representative Signature _____</p>					<p>Date _____</p>

SECTION D – INSTRUCTIONS TO OFFERORS

SECTION D – INSTRUCTION TO OFFERORS

INTRODUCTION

D1 General Information

If you wish to be considered for a BPA, as described in Sections A through C of this solicitation, you must submit a SF Form 1449 Solicitation/Contract/Order for Commercial Items (SF 1449) proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees respectively.

D3 52.212-1 INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS (52.212-1 Nov 2007) [TAILORED]

(a) Submission of offers. To be considered for award of an Aircraft Rental Agreement, Vendors must complete and submit the following:

- (1) Completed and Signed 1449-(1st page only is acceptable)-fill out blocks 12 (as applicable), 17 (no code or facility code required), and block 30
- (2) Signed and dated AMD-10 or 11 (as appropriate)
- (3) Page 8, Special Use Supplements (checked as appropriate)
- (4) Section E, Offerors Representations and Certifications (either 3 pages or last page)
- (5) Offerors Miscellaneous Information (page 71)
- (6) Acknowledgment of Amendments (First page, Facsimile accepted for Amendment only)

D4 Additional Information

D4.1 Multiple ARA Agreements. The Government will evaluate offers and establish a sufficient number of agreements to meet bureau anticipated needs at various geographic locations. The vendor's initial offer should contain the best terms and conditions from a price standpoint. *Offers that are considered unreasonable will not be considered for award.*

D4.2 Agreement Pricing. Unit prices for flight hours must be in whole dollars. If these unit prices are adjusted throughout the life of the agreement, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

D4.3 Additional Information. The Government reserves the right to award individual ARAs by facsimile. However, when requested to do so by the Contracting Officer, the vendor agrees to promptly submit the originally signed offer.

D4.3.1 Vendors may submit price changes to awarded ARAs, on AMD-10/11s, and acknowledge modifications by facsimile. Facsimile AMD-10/11's and modifications must contain the required signatures. Allowance of request for a price change by the vendor is limited to once per calendar year, unless approved by the Contracting Officer.

D4.3.2 If the vendor chooses to transmit a facsimile offer or modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile.

Vendor can find appropriate Pdf forms at <http://amd.nbc.gov/>.

D5 Submittal of Offers Address Information

To be considered as a prospective vendor for the requirement identified in this solicitation, a vendor must submit the items identified in Paragraph D3 above. Send proposals to:

Lower 48 States:

By mail, hand carried or express delivery service:

Department of the Interior
Aviation Management Acquisition Office –
Attn: Matt Delong
300 E. Mallard Drive, Suite 200
Boise, Idaho 83706-3991

Alaska/Hawaii:

By mail, hand carried or express delivery service:

Department of the Interior
Aviation Management Acquisition Office –
Attn: Ms. Caroline Wallace
4405 Lear Court
Anchorage, AK 99502-1032

D6 Special Notice to Offerors

The Government reserves the right to reject offers that have materially unbalanced flight rates in comparison to other offers received. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall cost to the Government.

D7 Notice of Award

The Contracting Officer will provide the successful vendor(s) with a written notice of award, a signed SF 1449, and signed AMD-10/11s either by mail or other means, upon selection.

SECTION D – INSTRUCTIONS TO OFFERORS

This notice will result in a binding BPA without further action by either party. Any inspections required as a result of this award will be scheduled in accordance with Section C3.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2007)

An offeror shall complete only paragraph (l) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (k) of this provision.

(a) *Definitions.* As used in this provision-

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of Manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government.

(4) *Type of Organization*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR

1.6049-4;

☐ Other _____.

(5) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

(1) *Small business concern.* The offeror represents as part of its offer that it **is** ☐, **is not** ☐ a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it **is** ☐, **is not** ☐ a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it **is** ☐, **is not** ☐ a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it **is** ☐, **is not** ☐ a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it **is** ☐, **is not** ☐ a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern. (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it **is** ☐ a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(9) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.* (Not applicable to this solicitation.)

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) it **is** ☐, **is not** ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it **is** ☐, **is not** ☐ a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It **has** ☐, **has not** ☐, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It **has** ☐, **has not** ☐, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It **has developed and has on file** ☐, **has not developed and does not have on file** ☐, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It **has not** ☐ previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate.* (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) **Are** ☐, **are not** ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **Have** ☐, **have not** ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) **Are** ☐, **are not** ☐ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* (Not applicable to this solicitation)

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror **does** ☐, **does not** ☐ certify that –

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror **does** ☐, **does not** ☐ certify that –

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customer.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l)(1) *Annual Representations and certifications.* Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at 52.212-3, Offeror’s Representations and Certifications – Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (k) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of Provision)

OFFEROR NAME _____

SECTION E EXHIBITS

E1 - OFFEROR’S MISCELLANEOUS INFORMATION

SECTION E – REPRESENTATIONS AND

OFFEROR'S MISCELLANEOUS INFORMATION

Offeror's DUNS Number		
Offeror's Complete E-mail Address		
Offeror's Office Telephone Number		
Offeror's Facsimile (FAX) Number		
Offeror Contact Representative(s)	1. Name	Telephone
	2. Name	Telephone